



Travis County Commissioners Court Agenda Request

Meeting Date: August 23, 2011

Prepared By/Phone Number: Michelle Brinkman (854-3693)

Elected/Appointed Official/Dept. Head:
Amalia Rodriguez-Mendoza (854-9737)

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

Public Hearing receiving comments on Fiscal Year 2012 Travis County District Clerk's Records Management Plan.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Public Hearing pursuant to Sec. 51.305 of the Texas Government Code on the District Clerk's Records Management Plan.

STAFF RECOMMENDATIONS:

N/A

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

REQUIRED AUTHORIZATIONS:

Hon. John K. Dietz (854-9300), Susan Spataro (854-9125), Rodney Rhoades (854-4718), Katie Peterson (854-4718) and Steven Broberg (854-9064)

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



Travis County Commissioners Court Agenda Request

Meeting Date: August 23, 2011

Prepared By: Tony Valdez, P.E. **Phone #:** 4-7567

Division Director/Manager: Steve Sun, P.E., Engineering Division Manager, TNR

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

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Receive comments regarding a request to temporarily close Rancho Alto Road in Precinct Three for road construction beginning October 1, 2011 and continuing through March 15, 2012 or until construction is completed.

BACKGROUND/SUMMARY OF REQUEST:

A participation agreement was entered into by the County and Rancho Alto Homeowners Association for improving existing Rancho Alto Road to meet County's Substandard Road requirements and for accepting the road into County maintained road system. Construction bids were received on June 29, 2011. Request for construction contract award will be brought to the Court for approval after Purchasing Office's review. The road closure is necessary for the construction of the improvements.

STAFF RECOMMENDATIONS:

Staff recommends closing Rancho Alto Road in order to construct 350 feet of roadway and ditch. Tie into intersection of FM 1626. Construction is scheduled to begin after October 1, 2011 and continue for approximately five months or until construction is completed.

ISSUES AND OPPORTUNITIES:

The road closure is necessary for the safety of the construction workers and the motoring public.

FISCAL IMPACT AND SOURCE OF FUNDING:

This closure will require some work by Travis County road maintenance crews to post public notices but it will significantly reduce the construction cost.

ATTACHMENTS/EXHIBITS:

Area map showing closure location and detour route
Photos of posted Public Notice signs
Affidavit of Posting

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Don Ward	Road and Bridge Division Director	TNR	

CC:

Steve Sun		TNR	
David Greear		TNR	
Joe Hall		TNR	
Tony Valdez		TNR	

: :
3101 - Public Works/CIP -



TRANSPORTATION AND NATURAL RESOURCES

STEVEN M. MANIJA, P.E. Executive Manager
411 West 13th Street
Executive Office Building
P.O. Box 1748
Austin, Texas 78767
tel. 512-854-9383
fax 512-854-4649

AFFIDAVIT OF POSTING

**TO: County Judge
County Commissioners
Travis County, Texas**

Public notices of Public Hearing for Temporary Road Closure were posted on
July 18, 2011 at TWO locations on Rancho Alto Road,
this location being as near as practical to the area being affected.

CERTIFIED THIS THE 18 DAY OF July 2011.
(date) (month)

SIGNATURE: Jaime Garcia
NAME (print): Jaime Garcia
TITLE: TNR/R&B Supervisor

RECEIVED
JUL 19 2011
TNR



NOTICE OF PUBLIC HEARING

**AUGUST 23 2011, AT 9:00 AM
TEMPORARY CLOSURE**

**CONCERNING THE TEMPORARY
CLOSURE OF RANCHO ALTO ROAD
OCTOBER 1, 2011 - MARCH 15, 2012**

**AT THE TRAVIS COUNTY
COMMISSIONERS' COURTROOM
314 WEST 11th STREET
(FIRST FLOOR), AUSTIN
FOR MORE INFORMATION CALL: 854-7580**







Travis County Commissioners Court Agenda Request

Meeting Date: 8/23/2011

Prepared By/Phone Number: Debbie Ties – 854-6472

Elected/Appointed Official/Dept. Head: Hershel Lee

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: CONSIDER AND TAKE APPROPRIATE ACTION ON AN ORDER CONCERNING OUTDOOR BURNING IN THE UNINCORPORATED AREAS OF TRAVIS COUNTY.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING: None

REQUIRED AUTHORIZATIONS:

Hershel Lee

Danny Hobby

Cheryl Aker

Commissioners Court

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

COUNTY OF TRAVIS §
 §
STATE OF TEXAS §

**ORDER PROHIBITING
OUTDOOR BURNING**

WHEREAS, Section 352.081 of the Local Government Code provides that the commissioners court of a county by order may prohibit outdoor burning in the unincorporated area of the county if the commissioners court makes a finding that circumstances present in the unincorporated area create a public safety hazard that would be exacerbated by outdoor burning; and,

WHEREAS, the Travis County Commissioners Court does hereby find that circumstances present in all of the unincorporated area of Travis County create a public safety hazard that would be exacerbated by outdoor burning;

NOW, THEREFORE, it is ORDERED that outdoor burning is prohibited in all of the unincorporated areas of Travis County as follows:

- (1) Actions prohibited:
 - (a) A person violates this order if he/she burns any combustible material outside of an enclosure which serves to contain all flames and/or sparks, or orders such burning by others.
 - (b) A person violates this order if he/she engages in any activity outdoors which could allow flames or sparks that could result in a fire unless done in an enclosure designed to protect the spread of fire, or orders such activities by others.

- (2) Enforcement:
 - (a) Upon notification of suspected outdoor burning, the fire department with jurisdiction for the location of the fire shall respond to the scene and take immediate measures to contain and/or extinguish the fire.
 - (b) As soon as possible, a duly commissioned peace officer shall be sent to the scene to investigate the nature of the fire.
 - (c) If, in the opinion of the officer on the scene, the goal of this order can be attained by informing the responsible party about the prohibitions established by this order, the officer may, at his or her discretion, request compliance with it. In such instances, an entry of this notification containing the date, time and place of the warning, along with the name of the party receiving the warning, shall be forwarded to the office of County Judge.
 - (d) In accordance with Section 352.081 of the Local Government Code, a person who knowingly or intentionally violates this order commits a Class C Misdemeanor, punishable by a fine up to \$500.

- (3) This order does not apply to outdoor burning activities:
 - (a) related to public health and safety that are authorized by the Texas Commission on Environmental Quality for:
 - (A) firefighter training;
 - (B) public utility, natural gas pipeline, or mining operations; or
 - (C) planting or harvesting of agriculture crops.

- (b) that are conducted by a prescribed burn manager certified under Section 153.048, Natural Resources Code, and meet the standards of Section 153.047, Natural Resources Code.
- (c) that involve the performance of **outdoor** combustible operations, including but not limited to, outdoor welding, cutting or grinding operations and outdoor hot works operations, by any person (i) if the Travis County Fire Marshal has issued a permit for the welding or hot works operations in compliance with the Fire Code or (ii) if the operations are performed in compliance with the following requirements creating a controlled environment and safeguards on each day when operations are performed:
 - (A) Areas where welding, cutting or grinding operations or hot works operations are being performed are free of vegetation for at least twenty-five feet in all directions;
 - (B) Surfaces around welding or hot works area are wetted down;
 - (C) Each location where welding, cutting or grinding operations or hot works operations are being performed must have cellular telephone communications for emergency response;
 - (D) Before beginning any operations, the person performing the welding, cutting or grinding operations or hot works operations must notify the local fire department or Emergency Services District which serves the location where the welding, cutting or grinding operations or hot works operations are planned.
 - (E) A dedicated fire watch person attends each welder, cutter, grinder, or worker performing hot works operations or any activity that causes a spark;
 - (F) At least one (1) water pressure fire extinguisher per fire watch person is located within 10 feet of the location where welding, cutting or grinding operations or hot works operations are being performed;
 - (G) No welding, cutting or grinding operations or hot works operations is allowed on days designated as red flag warning days by the National Weather Service;
 - (H) If all welding, cutting and grinding operations or hot works operations are performed only in a total welding or hot works enclosure, or "welding box" or "hot works box", that is sufficiently high to control sparks, including a fire retardant cover over the top, the operations must comply with requirements E, F, and G in this list and is encouraged to comply with requirements A-D inclusive, if feasible and appropriate, and;
 - (I) If all welding, cutting and grinding operations or hot works operations are performed only in sub-surface, or "bell hole", welding and grinding operations or hot works operations within approved excavations, the operations must comply with requirements E, F, and G in this list and is encouraged to comply with requirements A-D inclusive, if feasible and appropriate.

Be it also ORDERED that the purpose of this order is the mitigation of the public safety hazard posed by wild fires during the current dry weather by curtailing the practice of outdoor burning, which purpose is to be taken into account in any enforcement action based upon this order.

This order prohibiting outdoor burning shall expire on September 21, 2011 or upon such date as a determination is made by the Travis County Commissioners Court or by the Travis County Fire Marshal that the circumstances present in the unincorporated areas of Travis County no longer create a public safety hazard that would be exacerbated by outdoor burning, whichever occurs earlier.

ORDERED THIS 23rd DAY OF August 2011.

TRAVIS COUNTY COMMISSIONERS COURT

By: _____
Samuel T. Biscoe, County Judge



Travis County Commissioners Court Agenda Request

Meeting Date: 8/23/11

Prepared By: Mickey Roberts **Phone #:** 854-6613

Division Director/Manager: Jon White

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

Sponsoring Court Member: Commissioner Gomez, Precinct Four

AGENDA LANGUAGE: Consider and take appropriate action on a Resolution prohibiting surface drilling and mining on 235.6 acres of parkland within the Onion Creek Greenway project area.

BACKGROUND/SUMMARY OF REQUEST:

As part of Phase 1 of the Onion Creek Greenway project, Travis County has received a \$1 million grant from the Texas Parks and Wildlife Department (TPWD) to develop trails, roads, playscape, fishing, and nature access along Onion Creek. The Commissioners' Court approved a grant contract with TPWD for Phase 1 of the Onion Creek Greenway on November 17, 2009. Phase 1 development will occur on the 235.6 acre project area owned by Travis County. A resolution prohibiting surface drilling and mining in the 235.6 acre project area must be passed to receive the \$1 million in awarded and approved grant funds.

STAFF RECOMMENDATIONS:

Staff recommends approval.

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

The Resolution has no fiscal impact.

ATTACHMENTS/EXHIBITS:

Resolution and Site Plan

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Christopher Gilmore		CAO	
Michelle Gable		Auditor	

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CC:

Charles Bergh		Parks	
Jon White		NREQ	
Melinda Mallia		NREQ	

: :
0801 - NREQ -



**TEXAS PARKS & WILDLIFE DEPARTMENT
RECREATION GRANTS BRANCH
OFFICIAL SITE PLAN BOUNDARY MAP**

SPONSOR Travis County

PROJECT Onion Creek Greenway

PROJECT NO. 55-00005 TYPE: A B

ACQUISITION AREA _____

PROJECT AREA _____ 235.6 ac

LEASE EXPIRATION DATE N/A

NOT IN PROJECT _____ DATE 8/27/09

KE

LEGEND

- Project Boundary
- Future Partnership with TxDOT
- A Walking Trail (50' Concrete)
- B Interior Pick Trail (of Decomposed Granite)
- C Interior Nature Trail (of Decomposed Granite)
- D Asphalt Road Lanes
- E Fading Access
- F Restoration Area
- G Nature Interpretive Area
- H Bird Watching Area
- I Aquatic Viewing Area
- J Dog-friendly Viewing Area
- K Picnic Tables (see details)
- L Playcourt
- M Group Pavilion
- N Shade Structure (Maple will be planted)
- O Park Group and Parking Area

Ground Acquisition Priority

- 1 Banking Tract (65.13 acres)
- 2 Rowles Tract (17,932 acres)

ONION CREEK GREENWAY
PHASE I CONCEPT PLAN - TPWD URBAN OUTDOOR RECREATION GRANT



Travis County Commissioners Court



Resolution

WHEREAS, Travis County desires to provide quality park facilities for its residents; and

WHEREAS, Travis County has obtained a grant from the Texas Parks and Wildlife Department for the development of Phase 1 of the Onion Creek Greenway and desires to comply with all of the requirements set forth in the grant.

NOW, THEREFORE, BE IT RESOLVED THAT WE, the Travis County Commissioners Court, do hereby support the resolution prohibiting surface drilling and mining on the 235.6 acre project area of the Onion Creek Greenway, as required by the Texas Parks and Wildlife Department.

SECTION 1 Travis County prohibits all surface drilling and mining in the 235.6 acre project area at the Onion Creek Greenway, as described on the attached site plan;

SECTION 2 Any prior Resolution of the Commissioners Court in conflict with the provisions contained in this Resolution is hereby repealed and revoked;

SECTION 3 Should any part of the Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable; and

SECTION 4 This Resolution shall take effect immediately from and after its passage and it is so duly resolved.

Adopted and approved on the 23rd day of August, 2011.

Samuel T. Biscoe
County Judge

Ron Davis
County Commissioner, Precinct 1

Karen Huber
County Commissioner, Precinct 3

Sarah Eckhardt
County Commissioner, Precinct 2

Margaret Gomez
County Commissioner, Precinct 4



Travis County Commissioners Court Agenda Request

Meeting Date: August 23, 2011

Prepared By: Tony Valdez, P.E. **Phone #:** 4-7567

Division Director/Manager: Steve Sun, P.E., Engineering Division Manager, TNR

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

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action on the following items in Precinct Three:

- A) Amendment to the Participation Agreement with Rancho Alto Homeowners Association for the improvements of Rancho Alto Road;
- B) Acceptance of Rancho Alto Road from FM 1626 to about 460' northward and from Frate Barker Road to approximately 614' southward; and
- C) Temporary closing Rancho Alto Road for road construction beginning October 1, 2011 and continuing through March 15, 2012 or until construction is completed.

BACKGROUND/SUMMARY OF REQUEST:

A) A participation agreement was entered into by the County and Rancho Alto Homeowners Association (HOA) on October 10, 2010 for improving existing Rancho Alto Road to meet County's Substandard Road requirements and for accepting the road into County maintained road system. Construction documents have been completed by the consultant which include reconstruction of approximately 350' of substandard road with new road base and pavement, adding a left turn lane to FM 1626, excavation of road side slopes, and construction of drainage ditches with rock riprap for erosion protection. Construction bids were received on June 29, 2011. The lowest responsive and responsible bid received is \$143,069.30. The construction cost estimate included in the Participation Agreement is \$50,000 with HOA sharing 30% of the construction cost. In anticipation of the potential difference between the construction cost estimate and the actual bids received, the following paragraph was included in the agreement:

"If the bid determined by the County to be the lowest responsive and responsible bid exceeds \$50,000.00 for construction of the Project, the County may reject all bids as excessive and solicit bids a second time (the "Agreed Limit"). If bids are rejected as excessive, the County shall modify the Final Plans and Specifications employing value engineering principles in a manner designed to secure a lower bid, while still meeting applicable standards without impairing the functionality of the Project or violating sound engineering principles or practices or applicable legal requirements.

Based on the modified Final Plans and Specifications, the County shall repeat the bid solicitation in an effort to secure a lower acceptable bid. If the second bid solicitation fails to produce an acceptable bid not exceeding the Agreed Limit, either the Parties may mutually agree to repeat the bid solicitation and value engineering process until an acceptable bid is received, or reduce the scope of the Project, or the Association and County may choose to pay one hundred percent (100%) of the amount by which the lowest responsive and responsible bid exceeds the Agreed Limit in the agreed upon cost share proportions. If Association does not give written notice within thirty (30) days after receipt of bids exceeding the Agreed Limit, and the Parties have not mutually agreed to re-bid after further value engineering, or mutually agreed to reduce the Project scope or increase their respective funding amounts, either of the Parties may elect to terminate this Agreement without further recourse. Any deadline in this Agreement affected by a value-engineering and rebidding process shall be extended by the amount of time required for that process."

In this case TNR wouldn't recommend rebidding because all of the bidders were well over the engineer's estimate. TNR also wouldn't recommend Value Engineering and rebidding because the project is very basic in nature and it's very unlikely we can find enough cost savings to offset the high bid prices. TNR has presented the bid results to the HOA. The HOA is in agreement with TNR's bid analysis and desires to continue the project by offering additional cost share. The HOA offers to increase their cost participation from \$15,000 (30% of the original construction cost estimate) to \$28,613.86 (20% of the received lowest responsive and responsible bid). The Participation Agreement has been revised to reflect this change. The construction contract for these improvements shall be presented to the Court separately by Purchasing.

B) The southern segment of Rancho Alto Road from FM 1626 to about 460' northward is recommended for acceptance in order to allow County crews or contractor to perform work on the accepted road and to make it in compliance with Chapter 84 Substandard Roadway Specifications. The northern segment of Rancho Alto Road from Frate Barker Road to approximately 614' southward is recommended for acceptance at the request of the HOA. TNR staff has inspected this segment of roadway and found it to be in good condition and ready for acceptance without additional work. TNR recommends acceptance.

C) The road closure is recommended so the project can be completed in a shorter duration and at a lower cost. The road closure will also provide a safer environment for construction workers and the motoring public. A public hearing has been scheduled for August 23, 2011.

STAFF RECOMMENDATIONS:

TNR recommends approval of the above three action items.

ISSUES AND OPPORTUNITIES:

The existing unpaved and steep Rancho Alto Road between the subdivision and FM 1626 is heavily used by the residents. Improving the road will increase the safety and provide a convenient route for residents to commute to work, area business and schools. The road improvements will also prevent debris/dirt being washed down to to FM 1626 that creates traffic hazards on the heavily traveled arterial and also adds to cleanup work. TxDOT concurs with the road improvements recommendation.

FISCAL IMPACT AND SOURCE OF FUNDING:

The lowest responsive and responsible construction bid amount is \$143,069.30. County share is \$114,455.44 (80%) and the HOA share is \$28,613.86 (20%). Funds have been encumbered from the following sources:

Travis County Portion:

Construction Amt: Account 439-4941-748-8164 \$14,279.00
Construction Amt: Account 439-4941-752-8164 \$58,144.00
Construction Amt: Account 439-4941-753-8164 \$36,309.66
Retainage Amt: Account 439-4941-753-8164 \$5,722.78
Total Amount: \$114,455.44

Source: 1997 Bond Pct 3 Savings

Rancho Alto Home Owner Association Portion:

Construction Amt: Account 475-4994-750-8164 \$27,183.16
Retainage Amt: Account 475-4994-750-8164 \$1,430.70
Total Amt: \$28,613.86

Source: HOA Contribution

Requisition Number: 530368

Construction Com/Sub: 968/054

Retainage Com/Sub: 968/098

ATTACHMENTS/EXHIBITS:

- First Amended and Restated Rancho Alto Road Participation Agreement
- Map of Limits of Rancho Alto acceptances
- Area map showing closure location and detour route
- Photos of posted Public Notice signs
- Affidavit of Posting
- Raod Acceptance Form

REQUIRED AUTHORIZATIONS:

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

Don Ward	Road and Bridge Division Director	TNR	
Christopher Gilmore		City Attorney's Office	

CC:

Steve Sun		TNR	
David Greear		TNR	
Joe Hall		TNR	
Tony Valdez		TNR	

: :
3101 - Public Works/CIP -

FIRST AMENDED AND RESTATED RANCHO ALTO ROAD PARTICIPATION AGREEMENT

This First Amended and Restated Rancho Alto Road Participation Agreement (the "**Agreement**") is entered into between Travis County, Texas (the "**County**"), and the Rancho Alto Homeowners Association (the "**Association**"). The County and Association are sometimes hereinafter individually referred to as a "**Party**" and collectively referred to as the "**Parties**." Each of the Parties confirms that it has the authority and ability to enter into this Agreement, and to perform its obligations under this Agreement, without the further approval or consent of any other person or entity.

Recitals

WHEREAS, the Association presented to the County a petition (attached hereto and incorporated herein for all purposes as Exhibit A) from property owners indicating their desire to have approximately five hundred feet (500') of Rancho Alto Road, as shown on Exhibit B, (the "**Project**") accepted into the County-maintained roadway transportation system;

WHEREAS, the Association desired to enter into a participation agreement with the County because the County Commissioners Court approved funding for completing unaccepted substandard road projects in its capital budget;

WHEREAS, the County intends to perform certain roadway improvements to Rancho Alto Road to ensure it meets the requirements of Travis County Code Chapter 84, Unaccepted Substandard Roadway Specifications;

WHEREAS, the County has determined that the Project meets the basic eligibility requirements set forth in Travis County Code Section 84.007 regarding the acceptance of substandard roads;

WHEREAS, the County and the Association desire to cooperate in and share the costs of developing and constructing the Project as permitted in Travis County Code Section 84.008(d);

WHEREAS, on October 12, 2010, the County and the Association entered into the Rancho Alto Road Participation Agreement (the "Original Agreement");

WHEREAS, the Association had agreed under the Original Agreement to contribute to the County cash at the not-to-exceed amount of \$15,000 for the County to use to complete the Project;

WHEREAS, the construction cost estimate for the Project as set forth in the Original Agreement was \$50,000;

WHEREAS, pursuant to Section 7(a) of the Original Agreement, the County solicited bids for the Project, and the County determined the lowest responsive and responsible bid was \$143,069.30;

WHEREAS, the County's Transportation and Natural Resources Department ("TNR") does not recommend performing value engineering and repeating the bid solicitation process because due to the basic nature of the Project, TNR thinks it is unlikely that value engineering would offset high bid prices;

WHEREAS, the County and the Association still desire to cooperate in and share the costs of developing and constructing the Project as permitted in Travis County Code Section 84.008(d);

WHEREAS, the Association is willing to increase its Project contribution from \$15,000.00, which is 30% of the original construction cost estimate for the Project, to \$28,613.86, which is 20% of the lowest responsive and responsible bid of \$143,069.30;

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations, and benefits set forth in this Agreement, the Parties agree to enter into this First Amended and Restated Rancho Alto Road Participation Agreement as follows:

Section 1. Rancho Alto Road.

(a) The Project consists of reconstructing the existing roadway to meet all requirements of Travis County Chapter 84 Unaccepted Substandard Roadway Specifications and includes the following features ("**Project Design Features**"):

- (i) The five hundred feet (500') portion of Rancho Alto Road beginning at the intersection FM 1626 and ending approximately five hundred feet (500') north of that intersection at the city limits of Austin, as shown in Exhibit B, which is attached hereto and incorporated herein for all purposes:
 - (A) right-of-way width depending on design requirements, but no less than fifty feet (50'), plus slope, sight, and drainage easements;
 - (B) road consisting of one (1) asphalt pavement section no less than twenty feet (20') wide from edge of pavement to edge of pavement, and the section including:
 - (1) two (2) ten feet (10') wide travel lanes;
 - (2) minimum one-foot (1') wide stabilized shoulders along each edge; and

- (3) one ten feet (10') wide southbound left turn lane, one ten feet (10') wide northbound thru lane, and one ten feet (10') wide southbound right turn lane at the intersection with FM 1626.
- (ii) Pavement structure with a design life of twenty (20) years based on geotechnical engineering produced by the County.
 - (iii) Design speed of no less than twenty (20) miles per hour.
 - (iv) Temporary and permanent erosion and sedimentation controls.
 - (v) Stormwater drainage system including but not limited to bar ditches, swales, channels, and driveway and cross culverts necessary to convey the 25-year storm event without overtopping the roadway;
 - (vi) Guardrails and traffic control devices and markings, both during construction and permanent, as required by TXDOT's Manual of Uniform Traffic Control Devices and sound engineering principles and practices.
 - (vii) All necessary relocations or adjustments of utilities or other infrastructure, subject to payment or reimbursement by any person legally obligated to bear the cost of such relocations or adjustments.
 - (viii) Compliance with any applicable County policies, procedures, and requirements for acceptance of the Project for maintenance.
 - (ix) Compliance with any TxDOT policies, procedures, and requirements for the design, construction, and maintenance of the intersection of Rancho Alto Road at FM 1626

Notwithstanding the foregoing, the Association and the County Executive of the County Transportation and Natural Resources Department may agree in writing to minor modifications of the Project Design Features depending on (i) unanticipated cost requirements, (ii) availability of County funds, (iii) Project design efficiencies, and/or (iv) other new information.

Section 2. Project Management.

- (a) The County shall be responsible for managing development of the Project.
- (b) The County Project Manager will use best management practices to help ensure timely and satisfactory completion of the Project, including performing construction administration services, assuring the project scope is accurately defined and adhered to; identifying and planning for all obstacles to the completion of the Project; planning and conducting design and preconstruction conferences; monitoring and reporting on the design and construction schedules

and budgets; monitoring and reporting on the design and construction quality; providing prior notice of major items of work during construction; otherwise coordinating among the Parties and other persons and entities involved in the Project on an ongoing basis; and generally ensuring that the Project is satisfactorily completed on time and within budget (collectively, "**Project Manager Services**").

- (c) Upon request, the Association shall assist the County with initiating utility relocations or adjustments required to complete the Project. The County may use the funds provided by the Association as provided in Section 5, below, to pay for the costs of utility relocations or adjustments if the utility owner is not legally obligated to bear the cost of such relocations or adjustments.

Section 3. Project Engineering Services.

- (a) The County shall be responsible for completing the project design and construction documents.
- (b) Engineering services and deliverables required to complete the Project with the required Project Design Features include, but are not limited to:
 - (i) completed specific work product documents for review;
 - (ii) final bid-ready plan sets and project manual with specifications ("**Final Plans and Specifications**");
 - (iii) geotechnical investigations;
 - (iv) engineer's opinion of construction costs and project schedule;
 - (v) record drawings (as-builts) for the final project within thirty (30) working days after completion of the construction of the Project;
 - (vi) all required permits to start and complete the Project;
 - (vii) required tracts' schematic, and parcel drawings and right-of-way strip map for right of way and easement acquisitions;
 - (viii) utility location and relocation planning and coordination;
 - (ix) survey services with electronic and hard copy of survey on NAD 83 or as determined by the County;
 - (x) engineering and drainage study report;
 - (xi) design calculations;
 - (xii) electronic copy of above deliverables, where applicable (all drawings and e-files must be in a format compatible with County CADD applications and text documents must be in Microsoft Word format);
 - (xiii) complete project file within thirty (30) working days after completion of the construction of the Project; and
 - (xiv) any other service or any other deliverable necessary to complete the Project with the required Project Design Features, taking into consideration the customary requirements for projects of a similar nature as the Project or special requirements based on any unique aspects of the Project (collectively, "**Engineering Services and Deliverables**").

- (c) All Engineering Services and Deliverables shall meet customary professional standards applicable to the service or deliverable or the Project, based on the Project's nature and location and participants, and are subject to approval by the County based on compliance with this Agreement, cost effectiveness, sound engineering principles and practices, and applicable legal requirements. All Engineering Services and Deliverables are the property of the County.

Section 4. Designated Representatives.

- (a) The County and Association each designate the individual specified below ("**Designated Representative**") to represent them and to act on their behalf with respect to the subject matter of this Agreement. Each Designated Representative will have authority to determine and interpret the policies and exercise the discretion of the Party it represents, and a Party may rely on the decisions and representations made by the other Party's Designated Representative with respect to the subject matter of this Agreement, except as provided by Section 11(d) below. Each Designated Representative may further designate other representatives to transmit instructions and receive information on the Designated Representative's behalf.

County: Steven M. Manilla, P.E. (or successor), County Executive,
Transportation and Natural Resources Department

Association: Denver Lamberth (or successor)
Rancho Alto Homeowners Association

- (b) The Association will require its agents to report regularly to, and to cooperate and coordinate with, the County's Designated Representatives. Each Party will require its Designated Representative and agents to cooperate and coordinate with one another, including but not limited to meeting with and/or reporting information to one another regarding any aspect of the Project, either at regular intervals or at other times determined by the County, and reviewing and commenting in a timely manner on work products associated with the Project.

Section 5. Financial Obligations.

- (a) To fulfill the Project requirements and help the County in meeting payment obligations, the Association agrees to provide to the County cash in the amount of \$28,613.86 to be used by the County at its discretion to complete the Project. The Association shall tender the cash contribution amount to the County within thirty (30) days after receiving a written request from the County.
- (b) Unless the Association's contribution is needed sooner by the County for costs identified in Section 6(b) of the Agreement, the Association shall provide its cash contribution amount to the County within 30 days of receiving written notification of the County's determination of an acceptable bid for the County Project.

- (c) The County shall place the Association's funds into an account established for the Project and manage the disbursement of the funds in accordance with County accounting standards.
- (d) The County shall return to the Association any unused Association funds within thirty days of completing a final accounting of the Project costs. The amount of unused funds, if any, to be returned to the Association will be based upon the Association's pro rata share of construction costs as determined by the computation shown on Exhibit C, which is attached hereto and incorporated herein for all purposes.
- (e) If the Project is not initiated by the County, the Association's funds contributed for this Project less any amounts used by the County pursuant to Section 6(b) of the Agreement will be returned to the Association with interest accrued in accordance with the County's established practice.

Section 6. Real Property Interests.

- (a) The Project shall be constructed in public rights-of-way and/or easements ("**Real Property Interests**") conveyed to the County or to another public entity acceptable to the County with a right of entry or license to allow construction of the Project.
- (b) Any additional right-of-way or easements required for drainage, slope stability, or to provide minimum sight distances shall be dedicated by the property owners to satisfy design conditions. The Association shall convey to the County by separate instruments the Real Property Interests that are owned or controlled by the Association. Upon request, the Association shall assist the County with acquiring the Real Property Interests from the owners of property not owned or controlled by the Association. The County may use the funds provided by the Association to pay closing costs, costs of document preparation, surveying, title insurance premiums, and title curative work. The Association shall provide its funds for these costs within thirty (30) days of receiving a written request from the County.
- (c) The Association shall cause the Real Property Interests owned or controlled by the Association to be conveyed free of all liens, encumbrances, and title defects unacceptable to the County in its reasonable discretion, by deeds or other separate instruments acceptable to the County in its reasonable discretion.
- (d) If the County is unable to acquire the Real Property Interests not owned or controlled by the Association by December 31, 2011, the County may terminate this Agreement by written notice to the Association. The County shall have no obligation to pay or reimburse the Association for any amount of its funds used under this Agreement if the Agreement is terminated.

Section 7. Construction Contract Procurement.

- (a) The Parties acknowledge that, pursuant to the Original Agreement, the County solicited bids for a contract to construct the Project using the standard competitive bidding requirements of the County.
- (b) The Parties acknowledge that the bid determined by the County to be the lowest responsive and responsible bid of \$143,069.30 that the County received pursuant to the bid solicitation far exceeds the \$50,000.00 construction cost estimate set forth in the Original Agreement. The Parties further acknowledge that due to the basic nature of the Project, value engineering would not result in enough cost savings to offset high bid prices .
- (c) If County forces complete the work the Parties agree to pay their pro-rata share of the County's cost of construction, as determined by the computation shown in Exhibit C.

Section 8. Construction of the Project.

- (a) Before the applicable date in subsection (c) for beginning construction of the Project, the Association will:
 - (i) cause to be conveyed or dedicated all the Real Property interests owned or controlled by the Association, and
 - (ii) deposit with the County the Association's cash cost share amount.
- (b) Before the applicable date in subsection (c) for beginning construction of the Project, the County will:
 - (i) present to the County Commissioners Court for approval the construction contract and a recommendation to accept the project on to the County maintained roadway system, and
 - (ii) encumber the funds required to pay for the construction of the project
- (c) Subject to force majeure events and satisfaction of all conditions in this Agreement, construction shall commence on or before December 31, 2011 (the "**Construction Start Date**"), unless otherwise agreed in writing by the Association and the County Executive of the County Transportation and Natural Resources Department. If the County does not have sufficient funds for its obligation, the County's obligation is suspended until the County has sufficient funds. Subject to force majeure events and satisfaction of all conditions in this Agreement, the County shall cause the Project to be complete within six months of commencing construction. The roads referred to in this agreement shall become the obligation of the County to maintain upon the awarding of a

construction contract as contemplated herein. If the County's obligation is suspended pursuant to this subsection (c) after the construction contract has been awarded, the County shall have no obligation to refund any Association funds. If the obligation is suspended before the construction contract has been awarded, Association funds may be kept in escrow for one year, and shall be refunded to the Association at the end of said one-year period if the County's obligation is still suspended, and may be utilized as contemplated herein if the suspension ends within said one-year period. If the Project is temporarily suspended but ultimately completed by the County, and if savings are realized when the Project is ultimately completed, the County shall refund to the Association the Association's pro-rata share of the savings.

- (d) Any modifications that would materially change the Final Plans and Specifications or the amount of the Construction Contract will be subject to the County's approval. If the County determines that, based on cost effectiveness, sound engineering principles and practices, or applicable legal requirements, it is not possible to complete the Project as described in Section 1 without modifications to the approved Final Plans and Specifications or the amount of the Construction Contract, the County will cause to be prepared any required changes to the Final Plans and Specifications and any required change orders to the Construction Contract.
- (e) The Association and the County Executive of the County Transportation and Natural Resources Department may agree in writing to an increase or decrease in the scope of the Project to account for any cost savings or cost increases or other factors beyond the Parties' control, and both parties shall not unreasonably withhold, condition or delay any required consent to such increases or decreases provided they do not exceed ten percent (10%) of said budget.

Section 9. County Inspection.

The County shall observe and inspect all work done and materials furnished at times and places and using procedures determined by the County.

Section 10. Liability.

The construction contractor shall be required to provide workers compensation insurance and general liability insurance in the form and amounts acceptable to the County in its sole discretion.

Section 11. Miscellaneous.

- (a) Any notice given hereunder by any Party to another must be in writing and may be effected by personal delivery or by certified mail, return receipt requested, when mailed to the appropriate Party's Designated Representative, at the addresses specified with copies as noted below:

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

David Escamilla (or successor)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: File No. 163.2474

Association: Denver Lamberth (or successor)
Rancho Alto Homeowners Association
2008 O'Callahan Drive
Austin, Texas 78748

The Parties may change their respective addresses for purposes of notice by giving at least five days written notice of the new address to the other Party. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period will be extended to the next business day.

- (b) As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number will each be deemed to include the others.
- (c) This Agreement contains the complete and entire Agreement between the Parties respecting the Project, and supersedes all prior negotiations, agreements, representations, and understandings, if any, between the Parties. This Agreement may not be modified, discharged, or changed except by a further written agreement, duly executed by the Parties.
- (d) No official, representative, agent, or employee of the County has any authority to modify this Agreement except pursuant to such express authority as may be granted by the Commissioners Court of the County.
- (e) The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
- (f) If performance by any Party of any obligation under this Agreement is interrupted or delayed by reason of unforeseeable event beyond its control, whether such event is an act of God or the common enemy, or the result of war, riot, civil commotion, sovereign conduct other than acts of the County under this Agreement, or the act of conduct of any person or persons not a party or privy hereto, then such Party will be excused from such performance for such period of

time as is reasonably necessary after such occurrence to remedy the effects thereof.

- (g) Before attempting to terminate this Agreement for default, the Party alleging the default shall notify the other Party in writing of the nature of and the means of curing the default. No Party may terminate this Agreement without providing the defaulting Party a reasonable amount of time to cure the default. The Parties acknowledge that in the event of default on any obligation under this Agreement, remedies at law will be inadequate and that, in addition to any other remedy at law or in equity, each Party will be entitled to seek specific performance of this Agreement.
- (h) This Agreement will be construed under the laws of the State of Texas and all obligations of the Parties hereunder are performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.
- (i) Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective will not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof will be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.
- (j) Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
- (k) This Agreement is effective upon execution by the Parties. This Agreement may be executed simultaneously in one or several counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. The terms of this Agreement will become binding upon each Party from and after the time that it executes a copy hereof. In like manner, from and after the time it executes a consent or other document authorized or required by the terms of this Agreement, such consent or other document will be binding upon such Party.
- (l) When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or someone appointed by a court 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity.

COUNTY:

Samuel T. Biscoe, County Judge

Date: _____

ASSOCIATION:

Denver Lamberth

By: _____

Name: *Denver Lamberth*

Title: President, Rancho Alto Homeowners Association

Date: *July 20th 2011* _____

Exhibit A

CODE 4100

RECEIVED

AUG 19 2010

TNR

PETITION TO THE TRAVIS COUNTY COMMISSIONERS COURT

FOR THE INCLUSION OF Rancho Alto Road (southern, unpaved portion)
IN THE TRAVIS COUNTY

UNACCEPTED SUBSTANDRD ROAD PROGRAM

STATE OF TEXAS

COUNTY OF TRAVIS

TO THE COMMISSIONERS COURT OF TRAVIS COUNTY:

WE, THE UNDERSIGNED PROPERTY OWNERS, who own the majority of the linear feet of the property abutting the right-of-way of Rancho Alto Road, an existing road or street, which has been dedicated to the public by () plat, () separate dedicatory instrument, or () other legal means (the "Road"), dated see below, 20 , hereby petition the Commissioners Court for the inclusion of the Road in the Travis County Unaccepted Substandard Road Program. If the road has been dedicated by other legal means, please set forth the facts of such dedication (use additional pages, if necessary):

Dedicated in Book 7, Page 71 of the Plat records of Travis County, Texas (dated 1955)
Portions may have also been dedicated in Vol. 3605 p. 2345, Deed records, Travis County, Texas.

It is understood and agreed that: Both instruments dedicated Rancho Alto Road, 50'.

- (1) the Travis County Unaccepted Substandard Road Program is not a road construction program, but is instead a program to improve existing unaccepted substandard roads to Travis County standards for acceptance for maintenance.
- (2) the Owners of property along the Road will be required to dedicate any and all additional right-of-way and easements needed to accommodate the Road improvements at no cost to the County and free and clear of any and all liens, conditions, or restrictions.
- (3) the Owners must sign all easement and/or right-of-way dedication documents and return the documents to Travis County Transportation and Natural Resources ("TNR") within ninety days of receiving the documents from TNR or the Road will be withdrawn from consideration for the then current year's Program.
- (4) the Road must connect to an existing road or highway maintained by a public entity.
- (5) no person or entity may own or control (financially or legally) 35% or more of the linear feet of roadway frontage.
- (6) the number of developed lots must exceed 25% of the total lots within subdivision.

- (7) dead-end streets shall terminate in a cul-de-sac with a minimum ROW radius of 40 feet or a hammerhead turnaround.
- (8) any and all significant private improvements must be removed from the existing or proposed right-of-way to the satisfaction of the Executive Manager of Travis County TNR at the sole cost and expense of the owner of the private improvement and at no expense to the County.
- (9) the Owners may cost participate in the improvement of the Road by direct payment to the County, by road assessments as set forth in Section 82.402 of the Travis County Policies and Procedures Manual, or otherwise by agreement of the Commissioners Court.
- (10) the Owners must obtain a statement from all of the utility service providers with utility lines in the existing or proposed right-of-way indicating that the utility service provider shall relocate utilities located within the public right-of-way at their expense, if relocation of the utility is required to construct the Road improvements.
- (11) the Road will be prioritized within the Program on the basis of:
 - (1) the percent of cost voluntarily borne by the property owners;
 - (2) the number of eligibility criteria met;
 - (3) the cost per resident;
 - (4) whether the Road links the publicly maintained roadway system;
 - (5) when the petition was received.

If applicable, the Owners propose to cost participate by direct payment to the County, by road assessments as set forth in Section 82.402 of the Travis County Policies and Procedures Manual, or otherwise by agreement of the Commissioners Court.

SUBMITTED TO THE COMMISSIONERS COURT BY THE BELOW NAMED OWNERS OF LAND ABUTTING THE ROAD AND EXECUTED ON THE DATES INDICATED BELOW WITH AN ADDITIONAL NOTATION INDICATING IF THE ROADWAY PROVIDES THE SOLE MEANS OF ACCESS TO THEIR RESIDENCE.

LARRY J. WERNER [Signature] 31 July 2010
 (Print Name) (Signature) (Date)

 (Print Name) (Signature) (Date)

 (Print Name) (Signature) (Date)

'97 SUBSTANDARD ROAD BOND PROGRAM

OWNER INFORMATION

Owners Name LARRY W. WERNER

Phone: Work # (512) 921-1643

Wife/Husband JUDY S. GAGE-WERNER

Phone: Work # (512) 416-3050

Phone: Home # (512) 444-3449

Mailing Address 1806 STANLEY AVE., AUSTIN, TX 78745-3631

Property Address 12311 RANCHO ALTO RD., MANCHACA, TX. 78652

Legal Description: Lot 1 Block B, MANCHACA GARDENS

Is the property owner occupied? YES NO

If NO, Tenants Name _____

Tenants Phone: Home _____ Work _____

Comments

SEE ATTACHED PLAT RECORDS

PETITION TO THE TRAVIS COUNTY COMMISSIONERS COURT

FOR THE INCLUSION OF Rancho Atto Road (southern, unpaved portion)
IN THE TRAVIS COUNTY

UNACCEPTED SUBSTANDARD ROAD PROGRAM

STATE OF TEXAS

COUNTY OF TRAVIS

TO THE COMMISSIONERS COURT OF TRAVIS COUNTY:

WE, THE UNDERSIGNED PROPERTY OWNERS, who own the majority of the linear feet of the property abutting the right-of-way of Rancho Atto Road, an existing road or street, which has been dedicated to the public by () plat, () separate dedicatory instrument, or () other legal means (the "Road"), dated see below, 20__ hereby petition the Commissioners Court for the inclusion of the Road in the Travis County Unaccepted Substandard Road Program. If the road has been dedicated by other legal means, please set forth the facts of such dedication (use additional pages, if necessary):

Dedicated in Book 7, Page 71 of the Plat records of Travis County, Texas (dated 1955)
Portions may have also been dedicated in vol. 3605 p. 2345, 2nd records, Travis County, Texas.

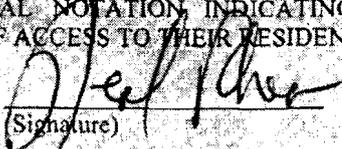
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- (2) the Owners of property along the Road will be required to dedicate any and all additional right-of-way and easements needed to accommodate the Road improvements at no cost to the County and free and clear of any and all liens, conditions, or restrictions.
- (3) the Owners must sign all easement and/or right-of-way dedication documents and return the documents to Travis County Transportation and Natural Resources ("TNR") within ninety days of receiving the documents from TNR or the Road will be withdrawn from consideration for the then current year's Program.
- (4) the Road must connect to an existing road or highway maintained by a public entity.
- (5) no person or entity may own or control (financially or legally) 35% or more of the linear feet of roadway frontage.
- (6) the number of developed lots must exceed 25% of the total lots within subdivision.

- (7) dead-end streets shall terminate in a cul-de-sac with a minimum ROW radius of 40 feet or a hammerhead turnaround.
- (8) any and all significant private improvements must be removed from the existing or proposed right-of-way to the satisfaction of the Executive Manager of Travis County TNR at the sole cost and expense of the owner of the private improvement and at no expense to the County.
- (9) the Owners may cost participate in the improvement of the Road by direct payment to the County, by road assessments as set forth in Section 82.402 of the Travis County Policies and Procedures Manual, or otherwise by agreement of the Commissioners Court.
- (10) the Owners must obtain a statement from all of the utility service providers with utility lines in the existing or proposed right-of-way indicating that the utility service provider shall relocate utilities located within the public right-of-way at their expense, if relocation of the utility is required to construct the Road improvements.
- (11) the Road will be prioritized within the Program on the basis of:
 - (1) the percent of cost voluntarily borne by the property owners;
 - (2) the number of eligibility criteria met;
 - (3) the cost per resident;
 - (4) whether the Road links the publicly maintained roadway system;
 - (5) when the petition was received.

If applicable, the Owners propose to cost participate by direct payment to the County, by road assessments as set forth in Section 82.402 of the Travis County Policies and Procedures Manual, or otherwise by agreement of the Commissioners Court.

SUBMITTED TO THE COMMISSIONERS COURT BY THE BELOW NAMED OWNERS OF LAND ABUTTING THE ROAD AND EXECUTED ON THE DATES INDICATED BELOW WITH AN ADDITIONAL NOTATION, INDICATING IF THE ROADWAY PROVIDES THE SOLE MEANS OF ACCESS TO THEIR RESIDENCE.

NEAL RHEA		6-15-10
(Print Name)	(Signature)	(Date)
(Print Name)	(Signature)	(Date)
(Print Name)	(Signature)	(Date)

'97 SUBSTANDARD ROAD BOND PROGRAM

OWNER INFORMATION

Owners Name NEAL RHEA

Wife/Husband PEGGY Phone: Work # (518) 291 1698/940 7458

Phone: Home # (518) 291-1698 Phone: Work # (518) 940 4794

Mailing Address 3901 GREEN EMERALD

Property Address 12323 RANCHO ALTO

Legal Description: Lot 11 Block A

Is the property owner occupied? YES _____ NO X

If NO, Tenants Name _____

Tenants Phone: Home _____ Work _____

Comments _____

OWNER PLAT RECORD

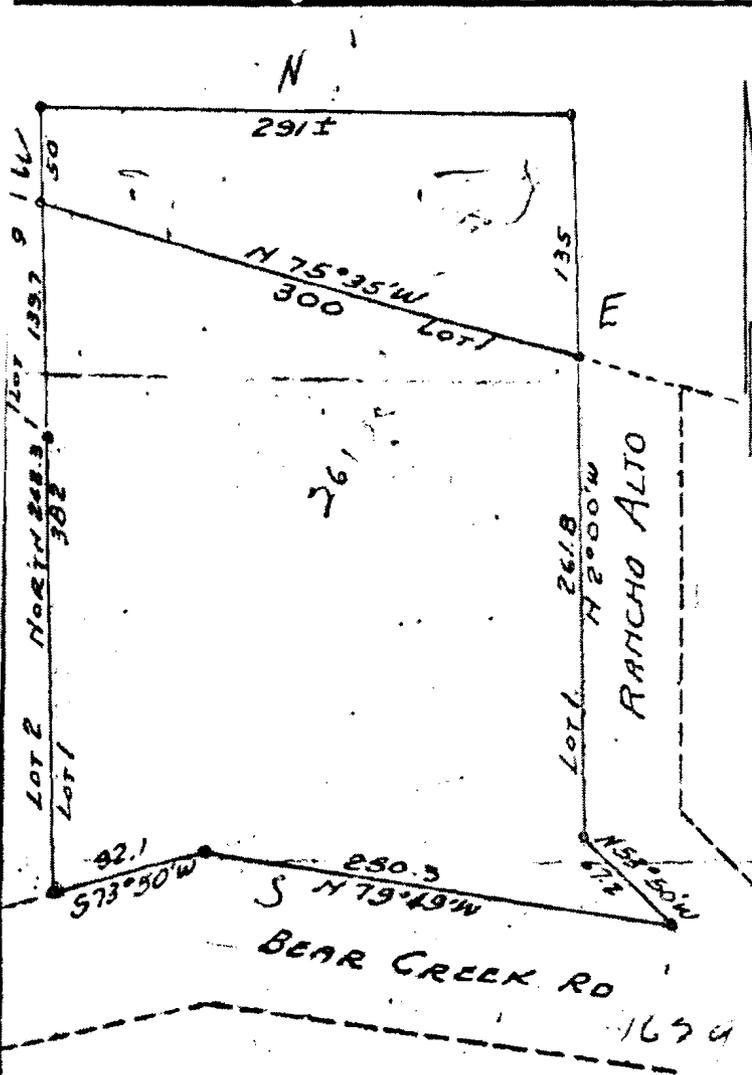
SCALE 1" = 100'

JUNE 16, 1965

ON THIS DAY, I SURVEYED THE PROPERTY HEREON DESCRIBED AND FOUND IT IN ACCORD WITH THE RECORDS AND AS SHOWN. THERE ARE NO ENCROACHMENTS.

DOAK H. INLY, P. E.

TED W. SWANSON, CH.



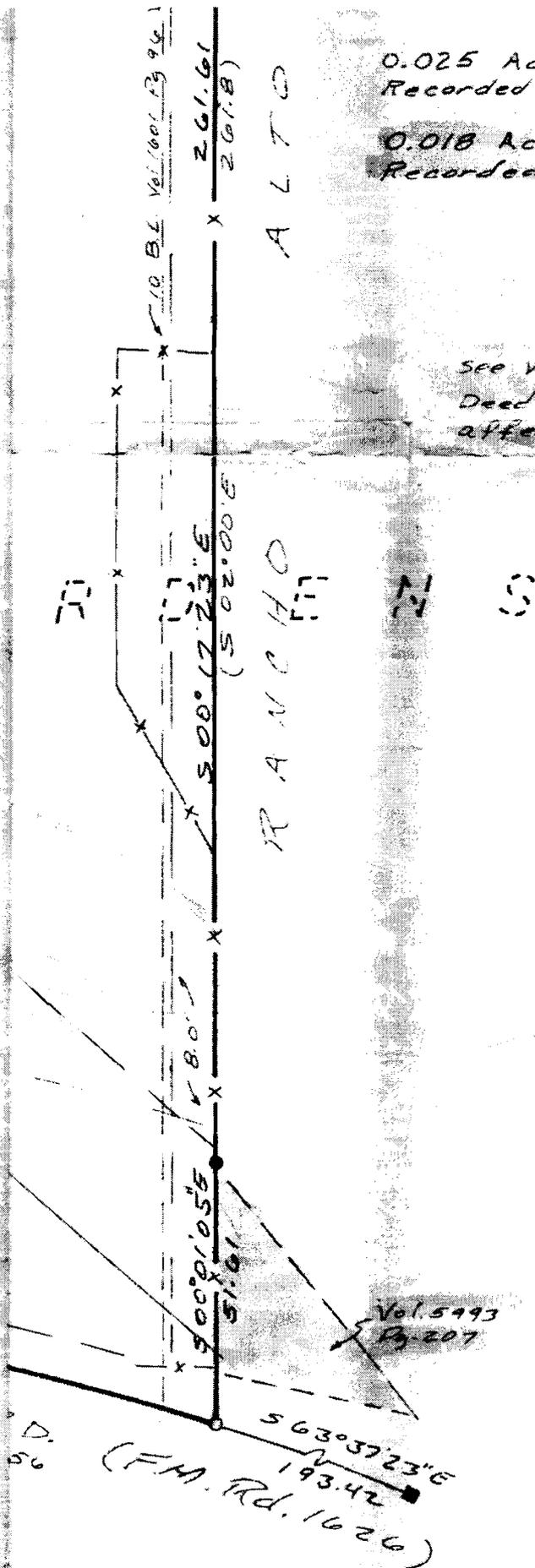
FIELD NOTES

ALL OF LOT NO. 1, IN BLOCK B, IN MANCACA GARDENS IN TRAVIS COUNTY, TEXAS, ACCORDING TO A PLAT OF THAT SUBDIVISION AS RECORDED IN BOOK 7, PAGE 71, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, TOGETHER WITH A TRACT ADJOINING SAID LOT NO. 1 ON THE NORTH BEING A PORTION OF THAT TRACT OUT OF THE WALKER WILSON LEAGUE IN TRAVIS COUNTY, TEXAS AS CONVEYED TO J. A. SHELBY BY DEED RECORDED IN VOL. 1535, PAGE 315, AND VOL. 1545, PAGE 174, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; THE TRACT TO THE NORTH BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN IRON STAKE AT THE NORTHWEST CORNER OF SAID LOT NO. 1 AND THE NORTHEAST CORNER OF LOT NO. 9, IN BLOCK B, IN SAID SUBDIVISION;
 THENCE NORTH 50.0 FEET TO AN IRON STAKE;
 THENCE IN AN EASTERLY DIRECTION 291 FEET, MORE OR LESS TO AN IRON STAKE IN THE WEST LINE OF A ROAD, SAID STAKE BEING N 2° 00' W 150 FEET FROM THE NORTHEAST CORNER OF SAID LOT NO. 1;
 THENCE S 2° 00' E 150 FEET TO AN IRON STAKE AT THE NORTHEAST CORNER OF SAID LOT NO. 1;
 THENCE N 75° 35' W 300.0 FEET ALONG THE NORTH LINE OF SAID LOT NO. 1 TO THE PLACE OF BEGINNING.

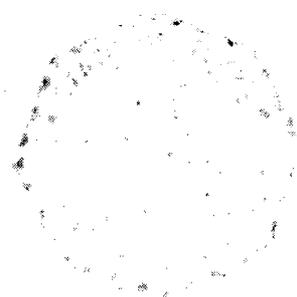
NOTE
 0.025 Acres Granted to the State of Texas
 Recorded in Vol. 3151 Pg. 56 for R.O.W.
 And
 0.018 Acres Granted to the County of Travis
 Recorded in Vol. 5993 Pg. 207 for R.O.W.

Note
 see Vol 1608 Pg 130 Travis County
 Deed Records for restrictions
 affecting the herein described property



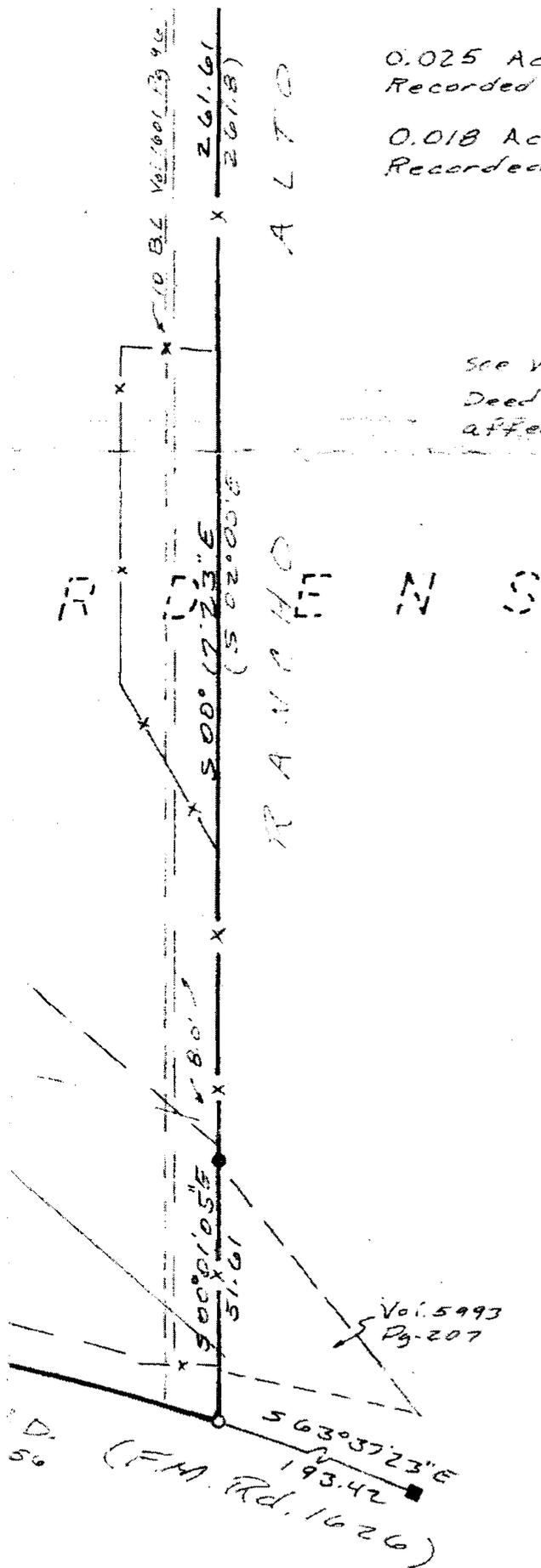
498.321

Vol. 5993
 Pg. 207



NOTE
 0.025 Acres Granted to the State of Texas
 Recorded in Vol. 3151 Pg. 56 for R.O.W.
 And
 0.018 Acres Granted to the County of Travis
 Recorded in Vol. 5993 Pg. 207 for R.O.W.

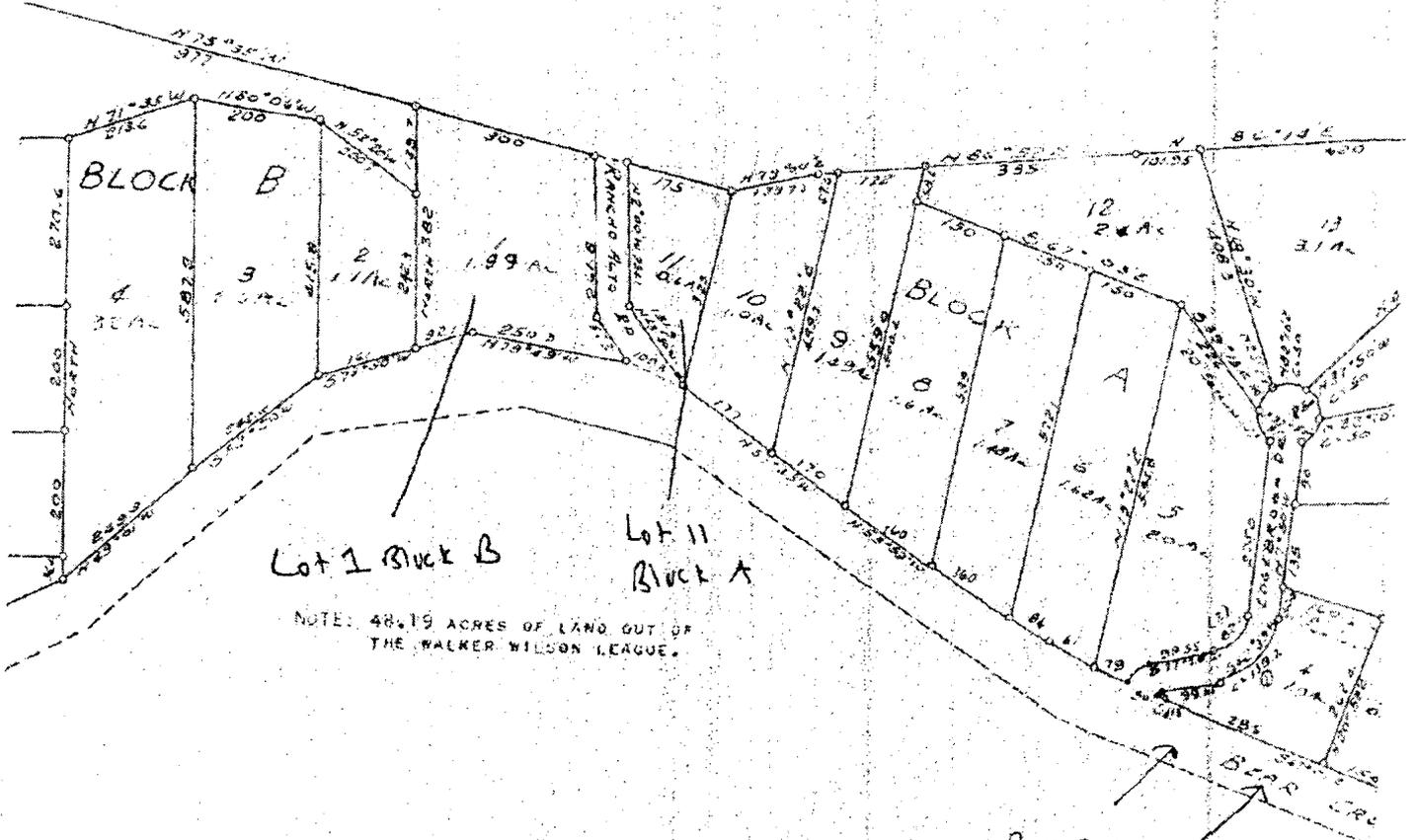
Note
 See Vol. 1608 Pg. 350 Travis County
 Deed Records for restrictions
 affecting the herein described property



Book 7 P. 71

plat records Travis County

J. A. SULLBY
1524 - 326



Lot 1 Block B

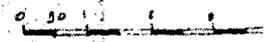
Lot 11 Block A

NOTE: 48.19 ACRES OF LAND OUT OF THE WALKER WILSON LEAGUE.

Bear Creek Road now known as FM 1626

MANCHACA GARDENS

SCALE - 1"=200'



IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF TRAVIS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, STREETS OR OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED IN SUCH ROADS, STREETS AND OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH, SHALL BE THE RESPONSIBILITY OF THE OWNER AND/OR THE DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT, IN ACCORD WITH THE RULES AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONER'S COURT OF TRAVIS COUNTY, TEXAS, ASSUMED NO OTHER ACTION OF THE COMMISSIONER'S COURT OF TRAVIS COUNTY, TEXAS, IS REQUIRED BY THIS

STATE OF TEXAS
COUNTY OF TRAVIS
OF TRAVIS COUNTY
THE COMMISSIONER
DATED AND ORDERED

Book 7
p 71
plot record
Travis County

MATCH.

STATE OF TEXAS :

COUNTY OF TRAVIS:

KNOW ALL MEN BY THESE PRESENTS:

THAT I, J. A. SHELBY, OWNER OF THOSE TWO TRACTS OF LAND IN THE WALKER WILSON LEAGUE, IN TRAVIS COUNTY, TEXAS AS CONVEYED TO ME BY DEED RECORDED IN VOL. 1535 PAGE 315, AND VOL. 1545, PAGE 174, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, DO HEREBY ADAPT THIS AS MY SUBDIVISION OF SAID TWO TRACTS, TO BE KNOWN AS

MARCHESA GARDENS

all streets dedicated

AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS, AND EASEMENTS AS SHOWN HEREON, IN SO FAR AS MY INTEREST MAY PREVAIL.

WITNES MY HAND, THIS THE 5th DAY OF April A. D. 1955

J. A. Shelby
J. A. SHELBY

IN APPROVING THIS P
IT IS UNDERSTOOD THAT
ROUGH LINES DELINEATED
NECESSARY TO BE CONSTR
FARE OR IN CONNECTION
OR THE DEVELOPER OF TH
PLANS AND SPECIFICATIO
TY, TEXAS, AND THE COM
OBLIGATION TO BUILD RO
PLAT, OR OF CON TRACTS

ALL WATER AND SEWER
ITARY REGULATIONS OF T
G. HOOPS MAY BE USED
WITH A SEPTIC TANK OR C
ITARY REGULATIONS OF TR

ACRES OF LAND

STATE OF TEXAS :

COUNTY OF TRAVIS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED J. A. SHELBY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND THE SAID J. A. SHELBY ACKNOWLEDGED TO ME THAT HE EXECUTED IT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 5th DAY OF April A. D. 1955

Dwene Carlson
NOTARY PUBLIC, TRAVIS COUNTY, TEXAS

FILED FOR RECORD AT
April A.

SURVEYED BY ME, IN TI



12-13-68 EMS:IF 0001

*This appears to
be the portion
of raised + 170
already paid
11-9210*

AM-3-6925- 9657 * 450

THE STATE OF TEXAS)
)
COUNTY OF TRAVIS)

KNOW ALL MEN BY THESE PRESENTS:

That I, JESSIE B. SHELBY, Individually and as Independent Executrix and Testamentary of the Estate of Joe Aubrey Shelby, Deceased, of Travis County, Texas, do by these presents DEDICATE TO THE PUBLIC, to be used for street purposes, all that certain tract or parcel of land set out and shown in Exhibit "A", attached hereto and made a part hereof for complete description of said right-of-way, and for all other pertinent purposes.

WITNESS MY HAND this 12th day of December, A. D. 1968.

Jessie B. Shelby Ind. Exr.
JESSIE B. SHELBY, Individually and
as Independent Executrix and Testa-
mentary Trustee of the Estate of
Joe Aubrey Shelby, Deceased

THE STATE OF TEXAS)
)
COUNTY OF TRAVIS)

Before me, the undersigned authority, on this day personally appeared JESSIE B. SHELBY, Individually and as Independent Executrix and Testamentary Trustee of the Estate of Joe Aubrey Shelby, Deceased, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11th day of December, A. D. 1968.

(NOTARY SEAL)

[Signature]
NOTARY PUBLIC, TRAVIS COUNTY, TEXAS

11-9211

FIELD NOTES OF A SURVEY OF A 50.00 FOOT PROPOSED ROAD,
SAID ROAD BEING 2.41 ACRES OF LAND AND BEING A PORTION OF
THE WALKER WILSON LEAGUE SURVEY IN TRAVIS COUNTY, TEXAS, AND
BEING A PORTION OF THAT 131.70 ACRES OF LAND AS CONVEYED IN
A DEED FROM TED A. SWANSON, SR. TO J. A. SHELBY AS RECORDED
IN VOLUME 1544, PAGE 326, OF THE DEED RECORDS OF TRAVIS
COUNTY, TEXAS, AS PREPARED FOR JESSIE B. SHELLEY, BY WILLIAM
M. BROOKS, REGISTERED PUBLIC SURVEYOR, AUSTIN, TEXAS.

BEGINNING at an iron stake placed in the south line of
Bear Creek Road (Barker Lane) a 50.00 foot paved County
Road, for the northeast corner of the herein described tract
of land, and from said beginning corner the southeast corner
of that 131.70 acre tract of land as conveyed in a deed from
Ted A. Swanson, Sr. to J. A. Shelby as recorded in Volume
1544, Page 326, of the Deed Records of Travis County, Texas,
bears S 89° 34' E 1063.92 feet, N 89° 41' E 347.63 feet
and SOUTH 2053.46 feet;

THENCE with the east line of said 50.00 foot proposed
Road S 00° 53' W at 627.38 feet passing an iron stake, in
all 662.09 feet to an iron stake placed for point of curve;

THENCE with the curving east right-of-way line of said
50.00 foot proposed Road, said curve having a radius of
1222.15 feet, an arc distance of 102.03 feet and a chord of
which runs S 03° 16' W 102.03 feet to an iron stake placed
for point of tangency;

THENCE continuing with the east line of said 50.00 foot
proposed Road S 05° 40' W 236.27 feet to an iron stake
placed for point of curve;

THENCE with the curving east right-of-way line of said
50.00 foot proposed Road, said curve having a radius of
1349.50 feet, an arc distance of 98.11 feet and a chord of
which runs S 03° 35' W 98.11 feet to an iron stake placed
for point of tangency;

11-9212

THENCE continuing with the east line of said 50.00 feet proposed Road S 01° 30' W 813.69 feet to an iron stake placed for the southeast corner of the herein described 50.00 feet proposed Road, said iron stake being the northeast corner of Rancho Alto Road, same being the northwest corner of Lot 11 of Manchaca Gardens, a subdivision of record in Book 7, Page 71, of the Plat Records of Travis County, Texas, said iron stake being also in a south line of the said 131.70 acre tract of land;

THENCE with a south line of the said 131.70 acre tract of land and a north line of Rancho Alto Road N 66° 15' W 54.02 feet to an iron stake found for the northwest corner of the said Rancho Alto Road, same being the northeast corner of Lot 1 of said Manchaca Gardens;

THENCE with the west line of the said 50.00 foot proposed Road N 01° 30' E at 135.23 feet passing an iron stake, in all 793.23 feet to an iron stake placed for point of curve;

THENCE with the curving west right-of-way line of said 50.00 foot proposed Road, said curve having a radius of 1399.50 feet, an arc distance of 101.75 feet and a chord of which runs N 03° 35' E 101.74 feet to an iron stake placed for point of tangency;

THENCE continuing with the west line of said 50.00 foot proposed Road N 05° 40' E 236.27 feet to an iron stake placed for point of curve;

THENCE with the west curving right-of-way line of said 50.00 foot proposed Road, said curve having a radius of 1172.15 feet, an arc distance of 97.87 feet and a chord of which runs N 03° 16' E 97.85 feet to an iron stake placed for point of tangency;

THENCE continuing with the west right-of-way line of said 50.00 foot proposed Road N 00° 53' E at 239.69 feet

passing an iron stake, in all 861.69 feet to an iron stake placed in the south line of Bear Creek Road (Barker Lane) a 50.00 feet paved County Road;

11-9213

THENCE with the south line of Bear Creek Road (Barker Lane) a 50.00 feet paved County Road S 89° 34' E 50.00 feet to the place of beginning, containing 2.41 acres of land.

P. B. 11, P. 11
Plan # 1037

By *William M. Brooks*
William M. Brooks
Reg. Public Surveyor
1350



STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on the date and at the time stamped herein by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, or Stamped herein by me, on

JAN 6 1969



Emilie Lumberg
COUNTY CLERK
TRAVIS COUNTY, TEXAS

E. R. J. [Signature]
COUNTY CLERK
TRAVIS COUNTY, TEXAS

JAN 3 3 27 PM '69

FILED

Exhibit "A" Page 3

3605 2348



EXHIBIT B

EXHIBIT C

Computation of Rancho Alto Homeowners Association's pro rata cost

The calculation of the Association's cost share is based on the County's estimate of the total construction cost for Rancho Alto Road project (\$143,069.30) and the Association's agreement to pay 20% of this cost estimate):

Association's cost share = \$143,069.30 X (Association's pro rata share of the project 20%) = \$28,613.86.

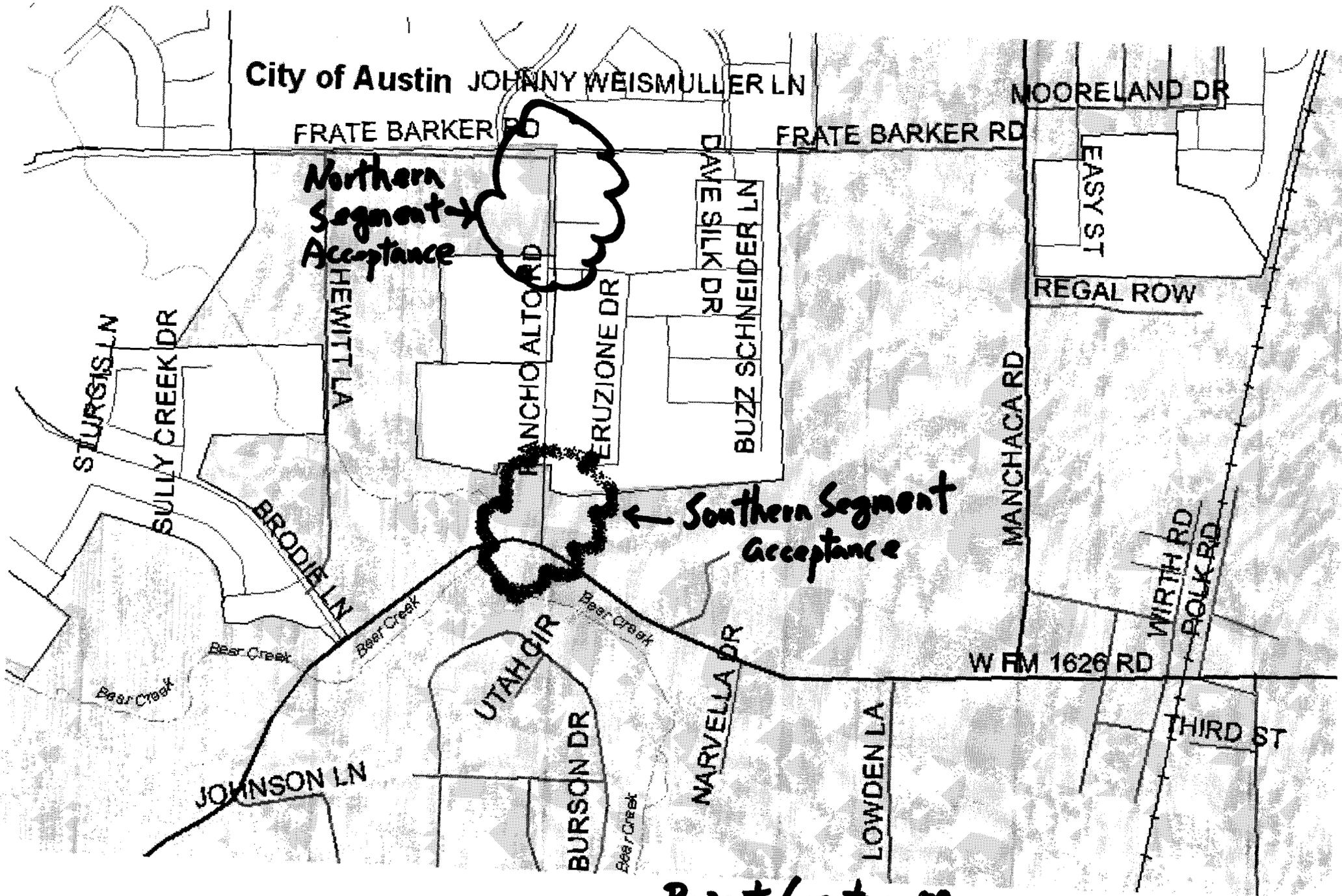
Upon completion of the construction of the Rancho Alto Road project, the actual cost of the County project will be determined and used to compute the Association's actual pro rata cost. If the Association's actual pro rata cost is less than \$28,613.86 the difference shall be released to the Association.

The formula for calculating the Association's actual pro rata cost is as follows:
Actual cost County Project x Association's pro rata share = Association's actual pro rata cost

The formula for calculating the amount of any unused funds, if any, to be returned to the Association is as follows:

Association's cash contribution minus Association's actual pro rata cost equals amount to be returned, if any

Notwithstanding any provision to the contrary, the Association's cash contribution to the construction costs for the Project is limited to \$28,613.86, and the County will be responsible for any construction costs that exceed the County's cost estimate of \$143,069.30.



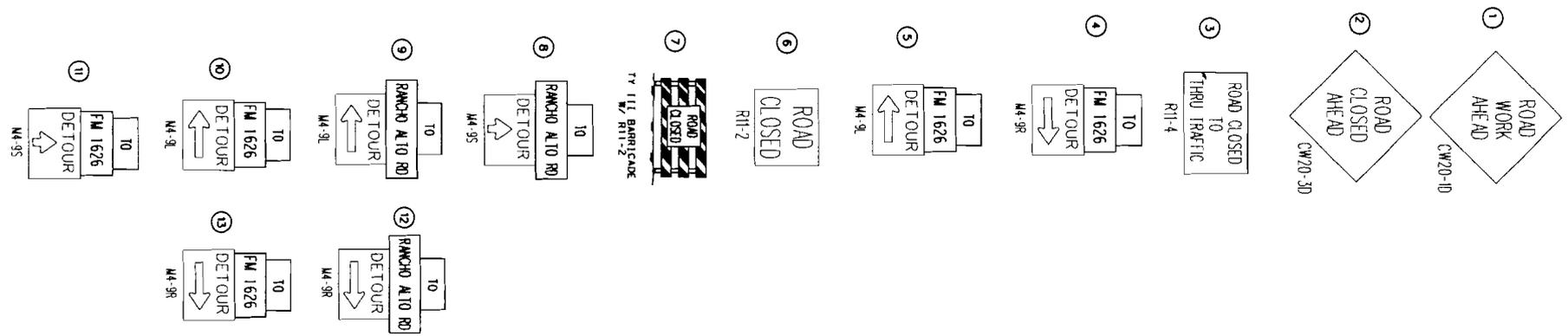
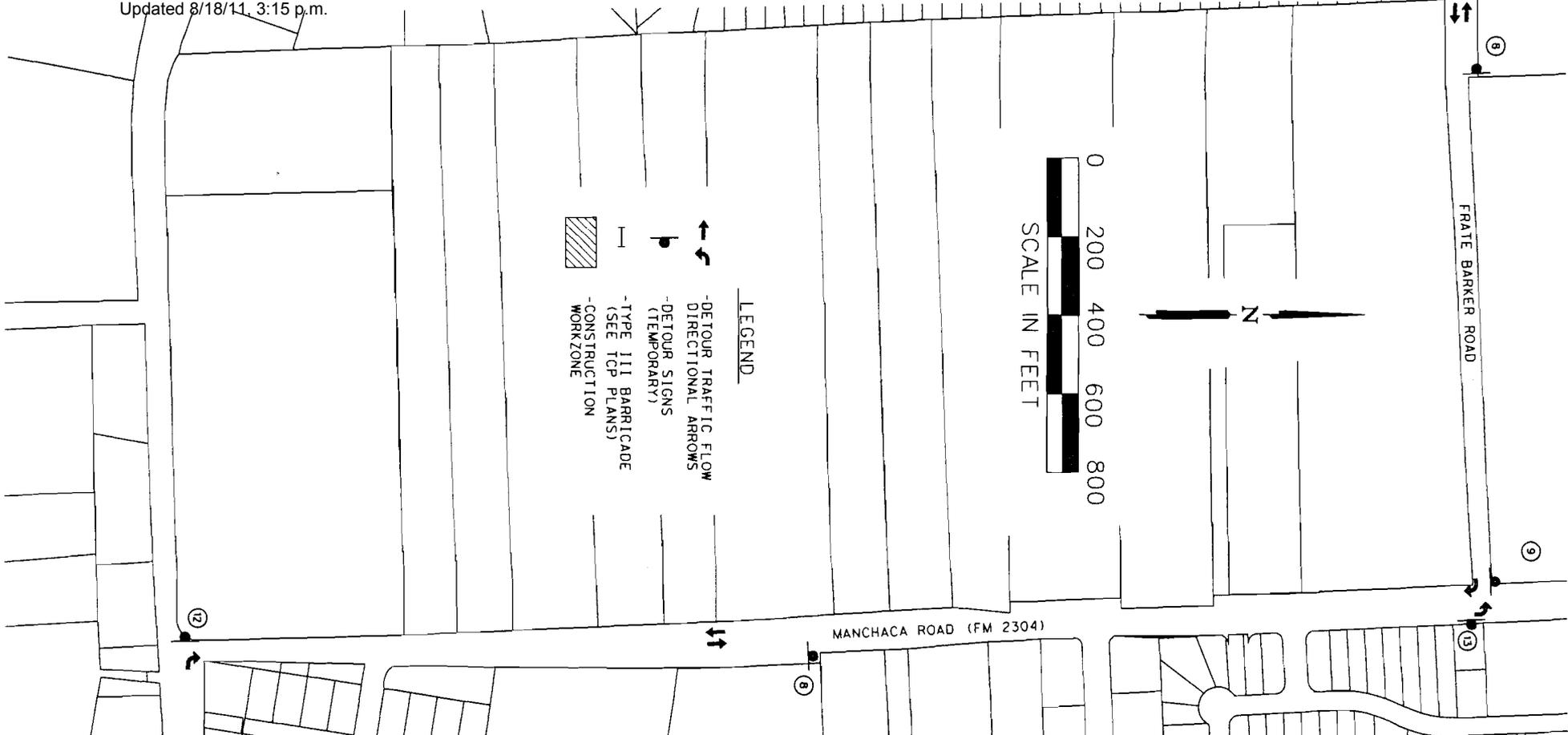
Northern Segment Acceptance

Southern Segment Acceptance

Project Location Map



FILE: n:\2324-001\sheets\DETOUR_PLAN.dgn
DATE: 4/5/2011 8:23:26 AM



OF	53		
SHEET NO.	13		
NO	REVISION	BY	DATE



DRAWN BY:
DESIGNED BY:
TITLE:
DETOUR LAYOUT
RANCHO ALTO ROAD IMPROVEMENTS

IFB •
PRECINCT:
SCALE
VERT:
HORZ:



TRAVIS COUNTY, TEXAS
TRANSPORTATION and NATURAL
RESOURCES DEPARTMENT
MAILING ADDRESS:
P.O. BOX 1748
AUSTIN, TEXAS 78767
PUBLIC WORKS
DIVISION
(512) 854-9383 FAX: 854-4626



NOTICE OF PUBLIC HEARING

**AUGUST 23, 2011, AT 9:00 AM
TEMPORARY CLOSURE**

**CONCERNING THE TEMPORARY
CLOSURE OF RANCHO ALTO ROAD
OCTOBER 1, 2011 - MARCH 15, 2012**

**AT THE TRAVIS COUNTY
COMMISSIONERS' COURTROOM
314 WEST 11th STREET
(FIRST FLOOR), AUSTIN
FOR MORE INFORMATION CALL 854-7580**





TRANSPORTATION AND NATURAL RESOURCES

STEVEN M. MANILLA, P.E., Executive Manager
411 West 13th Street
Executive Office Building
P.O. Box 1748
Austin, Texas 78767
tel 512-854-9383
fax 512-854-4649

AFFIDAVIT OF POSTING

**TO: County Judge
County Commissioners
Travis County, Texas**

Public notices of Public Hearing for Temporary Road Closure were posted on
July 18, 2011 at TWO locations on Rancho Alto Road.

this location being as near as practical to the area being affected.

CERTIFIED THIS THE 18 DAY OF July 2011.
(date) (month)

SIGNATURE: Jaime Garcia
NAME (print): Jaime Garcia
TITLE: TNR/R&B Supervisor

RECEIVED
JUL 19 2011
TNR

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE



SUBDIVISION/STREET Rancho Alto Road
Mapsco No. 702, H Subdivision Rancho Alto (Manchaca)

Pct.# 3

CONTAINS 1 STREET AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	ROW	TYPE OF WIDTH OF		CURB & GUTTER
						PVMNT	PVMNT	
1	Rancho Alto Road	From FM 1626 northward approximately 460' to City of Austin corporate limit and from Frate Barker Road southward approximately 614' to City of Austin corporat limit.	1074	0.20	50'	HMAC	20'	No
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

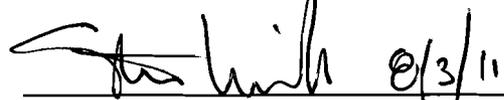
CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1 TOTALING 0.20 MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT 3.

DATE

- DP = DOUBLE PENETRATION
- HMAC = HOT MIX ASPHALT
- C = CONCRETE
- UPP = UNPAVED, PIT RUN
- UPS = UNPAVED, SELECT


 Don Ward, P.E., Director of Road Maintenance and Fleet Servi
 TRANSPORTATION AND NATURAL RESOURCES


 Steve Manilla, P.E., County Executive
 TRANSPORTATION AND NATURAL RESOURCES

 APPROVED BY COMMISSIONERS' COURT DATE



Travis County Commissioners Court Agenda Request

Meeting Date: August 23, 2011

Prepared By: Darla Vasterling **Phone #:** 47564

Division Director/Manager: Steven M. Manilla, P.E.

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

Sponsoring Court Member: Commissioner Eckhardt, Precinct Two

AGENDA LANGUAGE: Consider and take appropriate action on the Assignment and Amendment of the Commons at Rowe Lane License Agreement, in Precinct Two.

BACKGROUND/SUMMARY OF REQUEST:

This subdivision was accepted for maintenance by the Commissioners Court on November 25, 2008, along with the approval of a License Agreement between Travis County and the developer, the Commons at Rowe Lane, L.P. The Lakeside Municipal Utility District No. 3 has agreed to take over the maintenance of the Licensed Property. The Licensed Property is mostly landscaping in the islands and irrigation.

STAFF RECOMMENDATIONS:

Staff recommends approval of the Assignment.

ISSUES AND OPPORTUNITIES:

It is not important who is responsible for the improvements as long as someone is. After this is approved, the developer can request the return of the Security Deposit, which he posted, because a Security Deposit is not required from a district.

FISCAL IMPACT AND SOURCE OF FUNDING:

None

ATTACHMENTS/EXHIBITS:

Assignment

Map

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Director Development Services	TNR	854-7561

CC:

Julie Joe	Assistant County Atty	County Attorney	854-9415

DV:AB:dv
1101 - Development Services - 1102

COPY

**ASSIGNMENT AND AMENDMENT OF
THE COMMONS AT ROWE LANE LICENSE AGREEMENT**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Assignment and Amendment of The Commons at Rowe Lane License Agreement (“Assignment and Amendment”) is made and entered into by and among Travis County, Texas (the “COUNTY”), the Lakeside Municipal Utility District No. 3 (the “DISTRICT”), and The Commons at Rowe Lane, L.P., a Texas limited partnership (the “DEVELOPER”) (collectively, the “Parties”).

RECITALS

1. The COUNTY and the DEVELOPER entered into a License Agreement effective November 25, 2008.
2. The License Agreement was recorded on December 3, 2008 as Document No. 2008198247 in the Official Public Records of Travis County, Texas (the “License Agreement”).
3. Under the License Agreement the COUNTY granted the DEVELOPER a license to use a portion of the right-of-way of Commons Parkway, one of the roads dedicated to the public and located in Phase One of the Commons at Rowe Lane, a subdivision located in Travis County, being more particularly described in that certain plat recorded in Document Number 200600295 of the Official Public Records of Travis County and defined in the License Agreement as the “Licensed Property.”
4. Under the License Agreement, the COUNTY granted the DEVELOPER permission to install and maintain certain landscaping and improvements (defined in the License Agreement as the “Improvements”) in the Licensed Property.
5. The License Agreement provides that the interests of the DEVELOPER may be assigned to the DISTRICT.
6. The DEVELOPER desires to assign its rights under the License Agreement to the DISTRICT, the DISTRICT desires to assume all of the obligations of the DEVELOPER under the License Agreement, and the COUNTY has consented to the assignment and assumption.

In consideration of the mutual covenants set forth in this Assignment and Amendment, the Parties agree as follows:

- A. Assignment. The DEVELOPER assigns, transfers, and conveys to the DISTRICT all of its rights, title, and interest in and to the License Agreement.
- B. Assumption of License Agreement. The DISTRICT assumes and agrees to perform all of the covenants, agreements, and obligations of the DEVELOPER under the License Agreement which are applicable to the period of time from and after the effective date of this instrument, but not otherwise.
- C. Consent and Release. The COUNTY consents to the assignment and assumption of the License Agreement which are set forth in Paragraphs A and B of this instrument; and releases the DEVELOPER from all of the covenants, agreements, and obligations to the COUNTY under the License Agreement from and after the date of this instrument.
- D. Indemnification. To the extent permitted by Texas law, the DISTRICT agrees to and must indemnify, defend, and hold harmless the COUNTY and its officers, agents, and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property, which arises from or is in any manner connected to or caused in whole or in part by the DISTRICT's construction, maintenance, or use of the Licensed Property. This indemnification provision, however, does not apply to any claims, suits, damages, costs, losses, or expenses (i) for which the COUNTY has been compensated by insurance provided under Paragraph IV of the License Agreement, or (ii) arising solely from the negligent or willful acts of the COUNTY. For the purposes of this indemnification provision, the COUNTY's act of entering into this Assignment and Amendment and the COUNTY's previous act of entering into the License Agreement are not to be considered "negligent or willful."
- E. Return of Security Deposit and Deletion of Security Deposit Requirement. The COUNTY does not require a security deposit from the DISTRICT. Therefore, within 30 days after the Effective Date of this Assignment and Amendment, the COUNTY will return to the DEVELOPER the security deposit, plus interest, provided by the DEVELOPER. Furthermore, the Parties agree to amend the License Agreement by deleting Section VI.F.
- F. Section XV of the License Agreement is deleted in its entirety and replaced with the following:

XV. Notice

Any notice to be given under this Agreement 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 when mailed to the proper party, at the following addresses:

DISTRICT:

Lakeside Municipal Utility District No. 3
c/o Armbrust & Brown, PLLC
100 Congress, Suite 1300
Austin, Texas 78701

COPY TO:

Sharlene Collins
Armbrust & Brown, PLLC
100 Congress, Suite 1300
Austin, Texas 78701

COUNTY:

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

COPY TO:

Steven M. Manilla, P.E., County Executive (or successor)
Transportation and Natural Resources Department
P.O. Box 1748
Austin, Texas 78767

COPY TO:

Honorable David Escamilla (or successor)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: File No. 291.49

Each party may change the address for notice to it by giving notice of the change in accordance with the provisions of this paragraph.

- G. Effect of Amendment. Except as specifically amended by the provisions set forth in this Assignment and Amendment, the terms and provisions stated in the License Agreement will continue to govern the rights and obligations of the parties under the License Agreement, and all provisions and covenants of the License Agreement, as amended, will remain in full force and effect. The terms of and provisions of the License Agreement, as amended by this instrument, are

ratified and confirmed, and this Assignment and Amendment and the License Agreement are to be construed as one instrument. In that regard, this Assignment and Amendment and the License Agreement, including all exhibits to these documents, constitute the entire agreement between the Parties relative to the subject matter set forth in the License Agreement and supersede all prior and contemporaneous agreements and understandings of the Parties in connection with the Licensed Property. In the event of any inconsistency, the terms and provisions of this Assignment and Amendment will control over and modify the terms and provisions of the License Agreement.

- H. Execution. To facilitate execution, this instrument may be executed in any number of counterparts as may be convenient or necessary, and it will not be necessary that the signatures of the Parties be contained in any one counterpart. Additionally, the Parties covenant and agree that, for purposes of facilitating the execution of this instrument: (1) the signature pages taken from separate individually executed counterparts of this instrument may be combined to form multiple fully executed counterparts; and (2) a facsimile signature or a signature delivered by electronic mail shall be deemed to be an original signature for all purposes. All executed counterparts of this instrument will be deemed to be originals, but all counterparts, when taken together, will constitute one and the same agreement.
- I. A written memorandum of this Assignment and Amendment to the License Agreement will be filed in the Official Public Records of Travis County, Texas.

EXECUTED by the COUNTY, the DEVELOPER, and the DISTRICT as evidenced by the counterpart signature pages attached hereto, each to be effective as of the later date signed.

**COUNTERPART SIGNATURE PAGE FOR ATTACHMENT TO
ASSIGNMENT OF AND AMENDMENT TO LICENSE AGREEMENT
BY AND AMONG TRAVIS COUNTY, TEXAS (THE "COUNTY"),
THE COMMONS AT ROWE LANE, L.P. (THE "DEVELOPER"), AND
LAKESIDE MUNICIPAL UTILITY DISTRICT NUMBER 3 (THE "DISTRICT")**

Executed by the undersigned on the date set forth below.

COUNTY: TRAVIS COUNTY, TEXAS, a political
subdivision of the State of Texas

By: _____
Samuel T. Biscoe, County Judge

Date: _____

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this ____ day of _____,
2011 by Samuel T. Biscoe, County Judge of Travis County, Texas, a political
subdivision of the State of Texas, on behalf of Travis County.

(SEAL)

Notary Public Signature

**COUNTERPART SIGNATURE PAGE FOR ATTACHMENT TO
ASSIGNMENT OF AND AMENDMENT TO LICENSE AGREEMENT
BY AND AMONG TRAVIS COUNTY, TEXAS (THE "COUNTY"),
THE COMMONS AT ROWE LANE, L.P. (THE "DEVELOPER"), AND
LAKESIDE MUNICIPAL UTILITY DISTRICT NUMBER 3 (THE "DISTRICT")**

Executed by the undersigned on the date set forth below.

DEVELOPER:

THE COMMONS AT ROWE LANE, L. P.,
a Texas limited partnership

By: Rowe Commons Corporation,
a Texas corporation,
its General Partner

By: _____

Printed Name: Lee Nicol

Title: President

Date: _____

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this ____ day of _____,
2011 by Lee Nicol, President of Rowe Commons Corporation, a Texas corporation,
General Partner of The Commons at Rowe Lane, LP, on behalf of said limited
partnership.

(SEAL)

Notary Public Signature

**COUNTERPART SIGNATURE PAGE FOR ATTACHMENT TO
ASSIGNMENT OF AND AMENDMENT TO LICENSE AGREEMENT
BY AND AMONG TRAVIS COUNTY, TEXAS (THE "COUNTY"),
THE COMMONS AT ROWE LANE, L.P. (THE "DEVELOPER"), AND
LAKESIDE MUNICIPAL UTILITY DISTRICT NUMBER 3 (THE "DISTRICT")**

Executed by the undersigned on the date set forth below.

DISTRICT: THE LAKESIDE MUNICIPAL UTILITY DISTRICT NUMBER 3, a political subdivision of the State of Texas

By: _____

Printed Name: Tom Corbett

Title: President, Board of Directors

Date: _____

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this ____ day of _____, 2011 by Tom Corbett, President of the Board of Directors of the Lakeside Municipal Utility District Number 3 on behalf of the Lakeside Municipal Utility District Number 3.

(SEAL)

Notary Public Signature



Travis County Commissioners Court Agenda Request

Meeting Date: 8/23/11

Prepared By: Michael Hettenhausen Phone #: 854-7563

Division Director/Manager: Anna Bowlin/854-7561 *AB*

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

Sponsoring Court Member: Commissioner Davis, Precinct One

AGENDA LANGUAGE:

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

- A) The Lakes at Northtown Section Five Final Plat (Long Form Plat - 63 total lots - 17.146 acres - Strickling Drive); and
- B) A Subdivision Construction Agreement for The Lakes at Northtown Section Five Final Plat.

BACKGROUND/SUMMARY OF REQUEST:

This final plat subdivision consists of 63 total lots (61 single family residential lots and two open space/water quality/drainage easement lots). The applicant has posted appropriate fiscal (\$441,242.08) with the City of Austin. There are 1,893 linear feet of public streets proposed with this plat. The City of Austin is the park provider, and parkland dedication will be satisfied through Northtown MUD with each individual lot through a development agreement.

STAFF RECOMMENDATIONS:

As this final plat meets all Travis County standards and has been approved by City of Austin Zoning and Platting Commission on August 2, 2011, Single Office staff recommends approval of the final plat and subdivision construction agreement.

ISSUES AND OPPORTUNITIES:

Staff has not received any inquiries from any adjacent property owners concerning this project. The subdivision is part of a series of final plats that have been previously approved by Commissioners Court in this area.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

EXHIBITS/ATTACHMENTS:

- Precinct map
- Location map
- Proposed final plat

Subdivision Construction Agreements

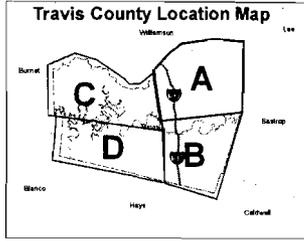
REQUIRED AUTHORIZATIONS:

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

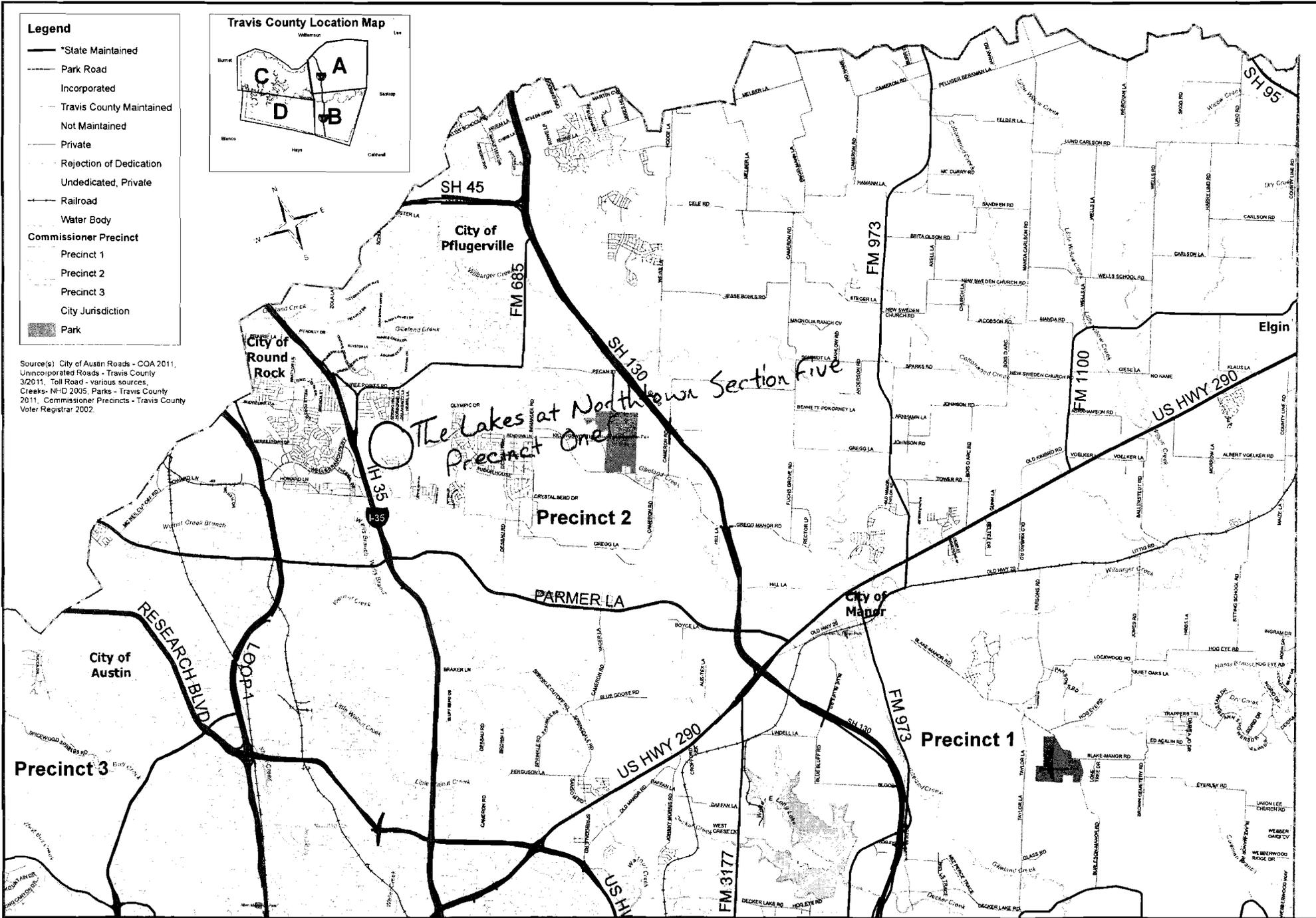
CC:

MH:AB:mh
1101 - Development Svs-

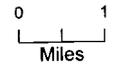
- Legend**
- *State Maintained
 - - - Park Road
 - Incorporated
 - - - Travis County Maintained
 - - - Not Maintained
 - Private
 - Rejection of Dedication
 - Undedicated, Private
 - Railroad
 - Water Body
 - Commissioner Precinct**
 - Precinct 1
 - Precinct 2
 - Precinct 3
 - City Jurisdiction
 - Park



Source(s) City of Austin Roads - COA 2011, Unincorporated Roads - Travis County 3/2011, Toll Road - various sources, Creeks - NHD 2005, Parks - Travis County 2011, Commissioner Precincts - Travis County Voter Registrar 2002.

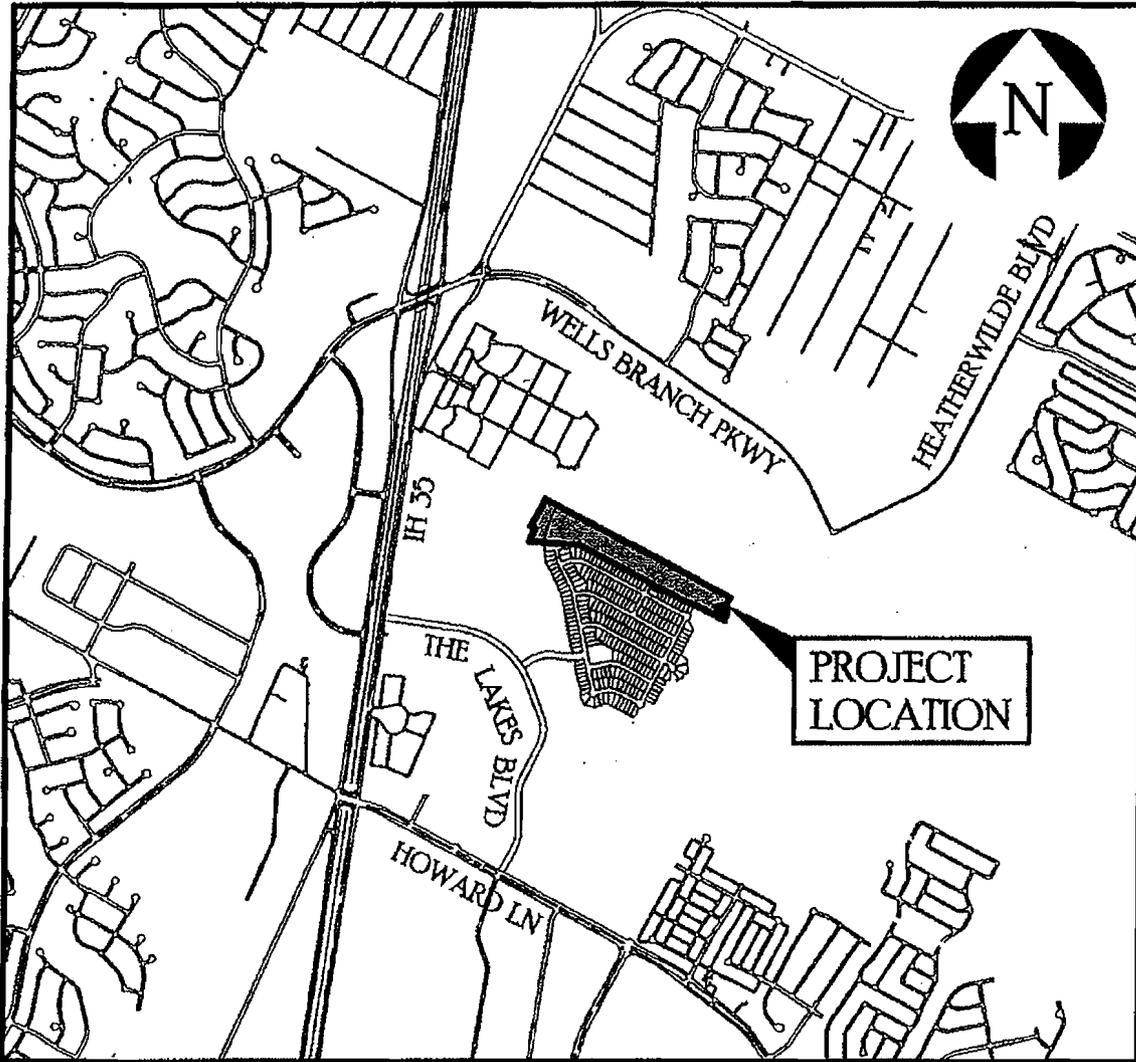


Travis County Roadways, Map A



Map Prepared by: Travis County, Dept. of Transportation & Natural Resources. Date 3/22/2011 <http://www.co.travis.tx.us/maps>

Map Disclaimer: The data is provided "as is" with no warranties of any kind.



THE LAKES AT NORTHTOWN SECTION FIVE LOCATION MAP

LC LONGARO & CLARKE
Consulting Engineers

Land Development • Stormwater Management • Water Resources

7501 North Capital of Texas Highway • Building A • Suite 250 Austin, Texas 78731

(512) 306-0228 ~www.LongaroClarke.com~ TBPE Reg. No. F-544

STATE OF TEXAS }
 COUNTY OF TRAVIS } }

KNOW ALL MEN BY THESE PRESENTS: THAT KB HOME LONE STAR, INC., OWNER OF THAT 17.146 ACRES, BY DEED RECORDED IN DOCUMENT NO. 2011021407 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, ACTING BY AND THROUGH KB HOME LONE STAR, INC., A TEXAS CORPORATION, ITS GENERAL PARTNER, DO HEREBY SUBDIVIDE 17.146 ACRES LOCATED IN THE L.C. CUNNINGHAM SURVEY NUMBER 68, ABSTRACT 163, TRAVIS COUNTY, TEXAS, IN ACCORDANCE WITH THE ATTACHED PLAT, PURSUANT TO CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE AND TITLE 30 OF THE CITY OF AUSTIN CODE, TO BE KNOWN AS "LAKES AT NORTHTOWN SECTION FIVE" AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

OWNER: KB HOME LONE STAR, INC., A TEXAS LIMITED PARTNERSHIP

BY: KB HOME LONE STAR, INC., A TEXAS CORPORATION,
 GENERAL PARTNER

JOHN ZINSMEYER, VICE PRESIDENT
 10800 PECAN PARK BOULEVARD #200
 AUSTIN, TEXAS 78758

STATE OF TEXAS }
 COUNTY OF TRAVIS } }
 NOTARY'S STATEMENT

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOHN ZINSMEYER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND, THIS THE ____ DAY OF _____, 20__

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: _____

MY COMMISSION EXPIRES: _____

LAND SURVEYOR'S STATEMENT

I, JOSEPH BEAVERS, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND DO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED PORTIONS OF TITLE 30, OF THE AUSTIN CITY CODE OF 2003, AS AMENDED, AND TO THE BEST OF MY KNOWLEDGE IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

Joseph Beavers
 JOSEPH BEAVERS, R.P.L.S. NO. 4938
 LANDDESIGN SERVICES, INC.
 555 ROUND ROCK WEST DRIVE
 BUILDING D, SUITE 170
 ROUND ROCK, TEXAS 78661
 (512) 238-7901

14 JUNE 11
 DATE



I, ALEX G. CLARKE, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS FINAL PLAT COMPLIES WITH THE ENGINEERING RELATED PORTIONS OF TITLE 30 OF THE AUSTIN CITY CODE OF 2003, AS AMENDED, THE 100-YEAR FLOODPLAIN, AS DEFINED BY CITY REGULATIONS, IS CONTAINED WITHIN THE DRAINAGE EASEMENT(S) SHOWN HEREON. NO PORTION OF THIS PLAT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) NO. 444530270M, DATED SEPTEMBER 26, 2009 FOR TRAVIS COUNTY, TEXAS.

AGC

6/21/2011

ALEX G. CLARKE, P.E.
 REGISTERED PROFESSIONAL ENGINEER NO. 65100
 LONGARD & CLARKE, INC.
 7501 NORTH CAPITAL OF TEXAS HIGHWAY
 BUILDING A, SUITE 250
 AUSTIN, TEXAS 78731
 F-0544



NOTES:

- ALL STREETS, DRAINAGE, SIDEWALKS, EROSION CONTROL AND WATER AND WASTEWATER LINE(S) ARE REQUIRED TO BE CONSTRUCTED AND INSTALLED TO CITY OF AUSTIN STANDARDS.
- PROPERTY OWNER OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY THE CITY OF AUSTIN AND/OR TRAVIS COUNTY FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.
- ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS/HER ASSIGNS.
- NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES ARE PERMITTED IN ANY DRAINAGE EASEMENTS, EXCEPT AS APPROVED BY THE CITY OF AUSTIN AND TRAVIS COUNTY.
- THE OWNER OF THIS SUBDIVISION AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF AUSTIN. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR REPLATING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
- STANDARD STREET NAME SIGNS WILL BE INSTALLED AT ALL PUBLIC RIGHT-OF-WAY STREET INTERSECTIONS.
- ALL WATER AND WASTEWATER SYSTEM IMPROVEMENTS MUST BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF AUSTIN WATER AND WASTEWATER SYSTEM DESIGN CRITERIA AND SPECIFICATIONS. ALL WATER AND WASTEWATER PLANS MUST BE PRESENTED TO THE AUSTIN WATER UTILITY FOR REVIEW AND APPROVAL. ALL WATER AND WASTEWATER CONSTRUCTION MUST BE INSPECTED BY THE CITY OF AUSTIN.
- SIDEWALK NOTE: PUBLIC SIDEWALKS, BUILT TO CITY OF AUSTIN STANDARDS, ARE REQUIRED, AND AS SHOWN BY A DOTTED LINE ON THE FACE OF THE FINAL PLAT. THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY.
- DETENTION NOTE: PRIOR TO DEVELOPMENT OF THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO CITY OF AUSTIN AND TRAVIS COUNTY FOR REVIEW. RAINFALL RUNOFF SHALL BE HELD TO THE AMOUNT EXISTING AT UNDEVELOPED STATUS BY PONDING OR OTHER APPROVED METHODS.
- WATER DISTRIBUTION AND WASTEWATER COLLECTION SERVICES ARE TO BE PROVIDED BY NORTHTOWN MUNICIPAL UTILITY DISTRICT.
- THIS SUBDIVISION PLAT WAS APPROVED AND RECORDED BEFORE THE CONSTRUCTION AND ACCEPTANCE OF STREETS AND OTHER SUBDIVISION IMPROVEMENTS. PURSUANT TO THE TERMS OF A SUBDIVISION CONSTRUCTION AGREEMENT BETWEEN THE SUBDIVIDER AND THE CITY OF AUSTIN, DATED _____, 20__ THE SUBDIVIDER IS RESPONSIBLE FOR THE CONSTRUCTION OF ALL STREETS AND FACILITIES NEEDED TO SERVE THE LOTS WITHIN THE SUBDIVISION. THE RESPONSIBILITY MAY BE ASSIGNED IN ACCORDANCE WITH THE TERMS OF THAT AGREEMENT. FOR THE CONSTRUCTION AGREEMENT PERTAINING TO THIS SUBDIVISION, SEE SEPARATE INSTRUMENT RECORDED IN DOC. # _____ IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
- EROSION/SEDIMENTATION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION OF EACH LOT, INCLUDING SINGLE FAMILY AND DUPLEX CONSTRUCTION.
- ALL STREETS, DRAINAGE, SIDEWALKS, WATER AND WASTEWATER LINES, AND EROSION CONTROLS SHALL BE CONSTRUCTED AND INSTALLED TO CITY OF AUSTIN STANDARDS.
- TEN FOOT PUBLIC UTILITY EASEMENTS ARE HEREBY DEDICATED ADJACENT TO ALL STREET R.O.W.
- TXU HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBBERY, AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THE EASEMENTS CLEAR.
- THE OWNER / DEVELOPER OF THIS SUBDIVISION / LOT SHALL PROVIDE TXU WITH ANY EASEMENTS AND / OR ACCESS REQUIRED IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRICAL FACILITIES. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE ELECTRIC SERVICE TO THE BUILDINGS.
- ANY ELECTRIC UTILITY ACTIVITY INSIDE THE SUBDIVISION SHALL BE INCLUDED UNDER THE DEVELOPMENT PERMIT, INCLUDING STREET LIGHTS.
- THE OWNER SHALL BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION AND TREE PROTECTION. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY INITIAL TREE PRUNING AND TREE REMOVAL THAT IS WITHIN TEN FEET OF THE CENTERLINE OF THE PROPOSED OVERHEAD ELECTRICAL FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT. THE OWNER SHALL INCLUDE TXU'S WORK WITHIN THE LIMITS OF CONSTRUCTION FOR THIS PROJECT.
- LANDSCAPE AND OPEN SPACE LOTS SHALL BE EXCLUDED FROM DEVELOPMENT EXCEPT FOR LANDSCAPING, SIGNAGE, TRAILS AND OTHER HOMEOWNERS' ASSOCIATION FACILITIES.
- PARKLAND DEDICATION AND FEES WILL BE SATISFIED THROUGH NORTHTOWN MUD WITH EACH INDIVIDUAL LOT.
- NO LOT SHALL BE OCCUPIED UNTIL THE STRUCTURE IS CONNECTED TO THE NORTHTOWN MUD WATER AND WASTEWATER UTILITY SYSTEM.
- TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
- BENCHMARK: VERTICAL DATUM: ALL ELEVATIONS ARE NAVD 88 AND WERE DERIVED USING GPS STATIC SURVEY METHODS. REFERENCE VERTICAL CONTROL - LORA HARN GPS CONTROL STATION "W02"; TXDOT AUSTIN CORS STATION "TXAU"; CITY OF AUSTIN BM "E214".

- BM#2 (FB 98/51) - 1/2" x 3" GALVANIZED IRON ROD SET IN CONCRETE. THE ROD PROTRUDES ± 0.10 FEET ABOVE GRADE.
 LAT. = 30°25'46.92" N (NAD 1983)
 LONG. = 97°39'47.74" W
 ELEVATION = 759.02' NAVD 88
- BM#3 (FB 98/53) - "X" SET ON CONCRETE AT THE NW CORNER OF A STORM SEWER AREA INLET IN CONCRETE PARKING/LOADING AREA : 15' SW OF A LIGHT POLE; 65' SE OF A UTILITY POLE; 2.5' SOUTH OF CURB.
 TO REACH: FROM THE INTERSECTION OF H135 AND HOWARD LANE - TRAVEL EAST ON E HOWARD LN FOR 5 MILES; TURN LEFT INTO COMMERCIAL COMPLEX (AMD); TRAVEL ALONG THE WEST SIDE OF THE COMPLEX TO THE NORTHWEST END OF THE COMPLEX.
 LAT. = 30°25'31.90" N
 LONG. = 97°39'42.25" W
 ELEVATION = 755.90' NAVD 88

NOTES: cont.

- THIS SUBDIVISION IS SUBJECT TO THE TERMS OF THE RESTRICTIVE COVENANT RECORDED AS DOCUMENT NUMBER 2007053242 O.P.R.T.C.
- HOMEOWNERS ASSOCIATION BYLAWS ARE RECORDED IN DOCUMENT NUMBER 2007053242 O.P.R.T.C.
- WATER QUALITY TREATMENT FOR THIS SUBDIVISION IS PROVIDED BY WATER QUALITY FACILITIES CONSTRUCTED WITH THE LAKES OF NORTHTOWN SECTION 1, CBJ-06-0041.1B.

ACCEPTED AND AUTHORIZED FOR RECORD BY THE DIRECTOR, PLANNING AND DEVELOPMENT REVIEW DEPARTMENT, CITY OF AUSTIN, COUNTY OF TRAVIS, THIS THE ____ DAY OF _____, 20__ AD.

GREG GUERNSEY, DIRECTOR
 PLANNING AND DEVELOPMENT REVIEW

THIS SUBDIVISION IS LOCATED IN THE FULL PURSUE AND 2-MILE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF AUSTIN, THIS THE ____ DAY OF _____, 20__ AD.

ACCEPTED AND AUTHORIZED FOR RECORD BY THE ZONING AND PLATTING COMMISSION OF THE CITY OF AUSTIN, TEXAS, THIS THE ____ DAY OF _____, 20__ AD.

BETTY BAKER, CHAIRPERSON GREGORY BOURGEOIS, SECRETARY

IN APPROVING THIS PLAT, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, AND OTHER PUBLIC THROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH. THE BUILDING OF ALL STREETS, ROADS AND OTHER PUBLIC THROUGHFARES SHOWN ON THIS PLAT, ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THROUGHFARES OR IN CONNECTION THEREWITH, IS THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS.

THE OWNER(S) OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS ("THE IMPROVEMENTS") TO THE COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENT FOR MAINTENANCE OR TO RELEASE FISCAL SURETY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION, THE OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNER(S) OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING ON THE OWNER(S) AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY, OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONERS COURT FOR THE FILING OF THE SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS, OF ROADS AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS OR ERECT TRAFFIC CONTROL SIGNS SUCH AS SPEED LIMIT, STOP SIGNS AND YIELD SIGNS, WHICH IS CONSIDERED TO BE PART OF THE DEVELOPER'S CONSTRUCTION.

STATE OF TEXAS }
 COUNTY OF TRAVIS } }

I, DANA DEBEAUVOUR, CLERK OF THE COUNTY COURT OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE ____ DAY OF _____, 20__ A.D., THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND THAT SAID ORDER WAS ONLY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE ____ DAY OF _____, 20__ A.D.

DANA DEBEAUVOUR, COUNTY CLERK
 TRAVIS COUNTY, TEXAS.

DEPUTY

STATE OF TEXAS }
 COUNTY OF TRAVIS } }

I, DANA DEBEAUVOUR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20__ A.D. AT ____ O'CLOCK ____ M., OF SAID COUNTY AND STATE IN DOCUMENT NO. _____ OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE ____ DAY OF _____, 20__ A.D.

DANA DEBEAUVOUR, COUNTY CLERK
 TRAVIS COUNTY, TEXAS.

DEPUTY



THE LAKES AT NORTHTOWN SECTION FIVE

PROJECT NAME: HOWARD LANE	JOB NUMBER: 01-06-000	SCALE: 1" = 100'
DATE: 06/17/2011	DRAWING FILE PATH: L:\LONGARD & CLARKE\HOWARD LANE\DWG	PLOT FILE PATH:
RPLS: AB	TECH: HAS	PARTYCHECK:
CHECKED BY: JBL	FILED:	

DRAWING NAME
 NORTHTOWN 5

SHEET
 2 of 2

CBJ-06-0041.6A

EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

This Agreement is made and entered into by and between KB HOME Lone Star, Inc., a Texas Corporation, (the "Subdivider") and Travis County, Texas, (the "County"), hereinafter collectively referred to as the "Parties".

WHEREAS, the Subdivider owns the tract of real property described in Exhibit "A", which is attached hereto and made a part hereof, (the "Property"); and

WHEREAS, the Subdivider desires to subdivide the Property, pursuant to the proposed final plat of "The Lakes at Northtown Section Five" (the "Subdivision"); and

WHEREAS, the County desires to set forth the Subdivider's responsibility for the construction of the Subdivision's roads and drainage facilities (the "Improvements"); and

WHEREAS, the Subdivider desires to set forth the County's responsibility to accept the constructed Improvements for maintenance;

NOW, THEREFORE, the Parties agree as follows:

I. Subdivider's Obligations

A. Improvements. The Subdivider shall construct the Improvements required to comply with the County's Standards for the Construction of Streets and Drainage in Subdivisions (the "Standards"). The Improvements will conform to the construction plans, permits, and specifications approved by the County prior to commencement of construction.

B. Security. To secure the Subdivider's obligations, the Subdivider will provide a financial guarantee of performance in the amount of the estimated cost of constructing the Improvements (the "Security"), which has been determined by a professional engineer and approved by the County's Transportation and Natural Resources Department ("TNR"). The Security must be in a form approved for use in the Standards or otherwise approved by the County Attorney's Office.

C. Alternative Fiscal. Notwithstanding any other provisions of this Agreement, the Subdivider may request the Commissioners Court to hold the administratively approved plat in abeyance until all streets, alleys, sidewalks, and drainage improvements in the Subdivision. The Subdivider must post fiscal security to secure restoration of disturbed areas should construction not be completed. Upon satisfactory completion, the submitted plat shall be forwarded to the Commissioners Court for approval and recording, provided adequate fiscal security has been posted to secure the one year Construction Performance Period described below.

D. Completion. The Improvements must be constructed no later than three (3) years after the effective date of this Agreement. This period may be extended by the delivery to the County at least forty five (45) days prior to the expiration of the Security of an extension of the Security in a form approved by the County. Upon completion of the Improvements, the Subdivider will provide the County with a complete set of construction plans for the Improvements, certified "as built" by the engineer responsible for preparing the approved construction plans and specifications.

E. Warranty. The Subdivider warrants the public Improvements will be free from defects for a period of one (1) year from the date the County accepts the construction of the public Improvements (the "Performance Period"). The Subdivider shall correct and repair any defects in materials or workmanship, including design inadequacies and damage to or deterioration of the public Improvements that occur before and during this Performance Period due to any cause. As a condition of the County's acceptance of dedication of any of the public Improvements, the Subdivider must post fiscal security in the form of cash, a performance bond, or other approved form and in the amount of ten percent (10%) of the cost of constructing the public Improvements, to secure the warranty established by this Agreement. It is expressly acknowledged that the public Improvements must meet County Standards at the end of the one year Construction Performance Period in order for the County to release the construction performance fiscal security.

F. Increase in Security. If the County determines the cost of constructing the Improvements exceeds the posted Security, within thirty (30) days after notice and demand, the Subdivider shall provide additional Security in an amount equal to the additional estimated cost.

G. Reduction in Security. During the construction of the Improvements, the Security may be reduced in accordance with the percentage of completion of the construction. The Executive Manager of TNR will execute Statements of Partial Reductions in the Amount of Security, when provided with the following documentation:

- 1) a professional engineer's certification of quantities of work completed;
- 2) a contractor's invoice for work completed; and
- 3) a TNR inspection report, indicating the completion of the portion of the work represented by the contractor's invoice.

After the approval and acceptance of the construction of the Improvements, the Security for the public Improvements may be reduced by ninety percent (90%) of the cost of the approved construction and held for the one-year Performance Period. After the approval of the construction of the private Improvements, the Security posted for the private Improvements will be fully released. In addition, the County agrees to release or reduce, as appropriate, the Security provided by the Subdivider, if the County accepts a substitute Security for all or any portion of the Improvements.

H. Covenant, Restriction, and Condition. In the event that the Improvements are not constructed to County Standards and the required Security has expired, the Subdivider shall not sell, transfer, or convey any of the lots in the Subdivision until sufficient Security has been posted with the County for the completion of the construction.

II. County's Obligations

A. Inspection and Approval. The County will inspect the Improvements during and at the completion of construction. If the Improvements are completed in accordance with the Standards, the County will approve the Improvements and accept the public Improvements.

B. Notice of Defect. The County will notify the Subdivider, if an inspection reveals that any portion of the Improvements is not constructed in accordance with the Standards or is otherwise defective. However, the County is not responsible for the construction of the Improvements, the quality of the material, or the construction methods utilized. In addition, the County is not responsible for making continuous on-site inspections of the construction work and the County has no privity with or responsibility for the construction contractor or any subcontractors. The Subdivider will have thirty (30) days from such notice to cure the defect. It is an event of default under this Agreement, if the defect is not cured prior to the expiration of the time to cure.

C. Performance Period Security Release. Upon the expiration of the one-year Performance Period with no damages or defects which the Executive Manager notifies the Subdivider must be corrected, the Executive Manager will release the Performance Period Security.

D. Conditions to Draw on Security. The County may draw upon any Security posted under this Agreement upon the occurrence of one or more of the following events:

- a. The failure of the Subdivider to construct the Improvements to the applicable County Standards;
- b. The Subdivider's failure to renew or replace the Security at least forty-five (45) days prior to its expiration;
- c. The acquisition of the Property or a portion of the Property by the issuer of the Security or other creditor through foreclosure or an assignment or conveyance in lieu of foreclosure;
- d. The arrangement by the Commissioners Court for the completion of one or more of the Improvements; or
- e. The determination by the Commissioners Court that the completion of one or more of the public Improvements is in the public Interest.

E. Notice of Intent to Draw. The County shall provide ten (10) days written notice of the occurrence of such an event to the Subdivider with a copy provided to any fiscal surety, lender, or escrow agent. The notice will include a statement that the County intends to provide for the performance of some or all of Subdivider's obligations hereunder for the construction of the Improvements, if the failure is not cured. The County shall be entitled to draw the amount it considers necessary to perform the Subdivider's obligations under this Agreement up to the total amount allocated for the Improvements. In lieu of a drawing based on an event described in subparagraphs (b) or (c), above, the County may accept a substitute Security.

F. Use of Proceeds.

1) The County must utilize the proceeds of any posted security solely for the purpose of completing the Improvements to the County's Standards or to correct defects in or failures of the Improvements.

2) The County may in its sole discretion complete some or all of the unfinished Improvements at the time of default, regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced, without incurring any obligation to complete any of the unfinished Improvements. If the County uses the proceeds to complete, repair, or reconstruct the Improvements, it will do so as a public trustee of the development process in order to protect purchasers and taxpayers from the adverse consequences of a subdivider default or to protect the public interest by completing the Improvements.

3) The County is not a private subdivision developer and its draft on the Security and utilization of the proceeds to complete, repair, or reconstruct the Improvements is not an acceptance of the dedication of the Improvements. The acceptance of the Improvements is specifically contingent upon the delivery to the County of Improvements, which have been constructed to County Standards or the express order of acceptance by the County's Commissioners Court.

4) The Subdivider has no claim or rights under this Agreement to funds drawn under the Security or any accrued interest earned on the funds to the extent the same are used by the County hereunder.

5) All funds obtained by the County pursuant to one or more draws under the Security shall be maintained by the County in an interest bearing account or accounts until such funds, together with accrued interest thereon (the "Escrowed Funds"), are disbursed by the County.

6) The County shall disperse all or portions of the Escrowed Funds as Improvements are completed by the County, or in accordance with the terms of a written construction contract between the County and a third party for the construction of the Improvements.

7) Escrowed Funds not used or held by the County for the purpose of completing an Improvement or correcting defects in or failures of an Improvement, together with any interest accrued thereon, shall be paid by the County to the Issuer of the Security or, if the Security was originally in the form of cash, to the Subdivider, no later than sixty (60) days following the County's acceptance of the Improvement or its decision not to complete the Improvements using Escrowed Funds, whichever date is earlier.

G. Releases. The Executive Manager will, subject to the performance of the Subdivider of its obligations under this agreement and the Travis County Standards for Construction of Streets & Drainage in Subdivisions, execute such releases of this Agreement as are necessary and reasonable upon the request of the Subdivider or a purchaser of a portion of the Property.

III. MISCELLANEOUS

A. Covenants, Restrictions, and Conditions. These Covenants, Restrictions, and Conditions will operate as covenants running with the land and will be binding upon the Subdivider and the Subdivider's legal representatives, successors and assigns.

B. Measure of Damages. The measure of damages for breach of this Agreement by the Subdivider is the actual cost of completing the Improvements in conformance with the County's Standards, including without limitation its associated administrative expenses.

C. Remedies. The remedies available to the County and the Subdivider under this Agreement and the laws of Texas are cumulative in nature.

D. Third Party Rights. No non-party shall have any right of action under this Agreement, nor shall any such non-party, including without limitation a trustee in bankruptcy, have any interest in or claim to funds drawn on the posted Security and held in escrow by the County in accordance with this Agreement.

E. Indemnification. The Subdivider shall indemnify and hold the County harmless from and against all claims, demands, costs, and liability of every kind and nature, including reasonable attorney's fees, for the defense of such claims and demands, arising from any breach on the part of Subdivider of any provision in this Agreement, or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements. The Subdivider further agrees to aid and defend the County, if the County is named as a defendant in an action arising from any breach on the part of Subdivider of any provision in this Agreement or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements.

F. No Waiver. The waiver of any provision of this Agreement will not constitute a waiver of any other provision, nor will it constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement. The County's failure to enforce any provision will not constitute a waiver or estoppel of the right to do so.

G. Attorney's Fees. The prevailing party in any litigation hereunder is entitled to recover its costs, including reasonable attorney's fees, court costs, and expert witness fees, from the other party. If the court awards relief to both parties, each will bear its own costs.

H. Successors and Assigns. This Agreement is binding on the Subdivider and the heirs, successors, and assigns of the Subdivider and on any person acquiring an ownership interest in the Property through the Subdivider. The Subdivider's obligations under this Agreement may not be assigned without the written approval of the County; provided the County's approval shall not be unreasonably withheld if the Subdivider's assignee expressly assumes all obligations of the Subdivider under this Agreement. An assignment shall not be construed as releasing the Subdivider from Subdivider's obligations under this Agreement and Subdivider's obligations hereunder shall continue notwithstanding any assignment approved pursuant to this Paragraph unless and until the County executes and delivers to the Subdivider a written release. The County agrees to release the Subdivider, if the Subdivider's assignee expressly assumes the Subdivider's obligations under this Agreement and has posted the Security required by this Agreement. The County in its sole discretion may assign some or all of its rights under this Agreement and any such assignment shall be effective upon notice to the Subdivider.

I. Expiration. This Agreement will terminate upon the vacation of the Subdivision by the Subdivider or the completion of the Subdivider's obligations under this Agreement, whichever occurs first.

J. Notice. Any notice under this Agreement must be in writing and will be effective when personally delivered or three (3) days after deposit in the U.S. Mail, postage prepaid, certified with return receipt requested, and addressed as follows:

Subdivider: KB HOME Lone Star, Inc.,
A Texas Corporation
c/o John Zinsmeyer, Vice-President
10800 Pecan Park, Suite 200
Austin, TX 78750

County: Transportation & Natural Resources Department
P.O. Box 1748
Austin, Texas 78767
Attn: Executive Manager

Copy to: Travis County Attorney's Office
P.O. Box 1748
Austin, Texas 78767

The parties may change their respective addresses for notice to any other location in the United States in accordance with the provisions of this Paragraph.

K. Severability. If any provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability shall not affect the validity of any other provision and the rights of the parties will be construed as if such provision was never part of this Agreement.

L. Jurisdiction and Venue. This Agreement concerns real property located in Travis County, Texas, and shall be governed and construed under Texas law. Venue for any action arising under this Agreement shall be exclusively in Travis County, Texas.

M. Captions Immaterial. The captions or headings of the paragraphs of this Agreement are for convenience only and shall not be considered in construing this Agreement.

N. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. Any oral representations or modifications concerning this Agreement shall be of no force or effect, except a subsequent written modification executed by both parties. NO OFFICIAL, EMPLOYEE, OR AGENT OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, MODIFY, OR OTHERWISE CHANGE THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.

This Agreement is executed as of the dates set forth below and is effective upon approval by the County of the final plat for the Subdivision or upon approval of Alternative Fiscal in accordance with County regulations.

TRAVIS COUNTY, TEXAS

SUBDIVIDER:

County Judge

Date:



John Zinsmeyer
Vice-President
Authorized Representative
Date:

KB HOME Lone Star, Inc.
A Texas Limited Partnership

By: KB HOME Lone Star, Inc.
A Texas Corporation
General Partner

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 21st day of June, by John Zinsmeyer, in the capacity stated herein.



Signature of Notary



After Recording Return to:

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

EXHIBIT A: METES AND BOUNDS DESCRIPTION OF PROPERTY



Landesign Services, Inc.

555 Round Rock West Drive
Bldg. D, Suite 170
Round Rock, Texas 78681
512-238-7901 office
512-238-7902 fax

EXHIBIT "A" METES AND BOUNDS DESCRIPTION

LAKES AT NORTHTOWN, SECTION FIVE

BEING 17.146 ACRES OF LAND, AS SURVEYED BY LANDESIGN SERVICES, INC., BEING OUT OF THE L.C. CUNNINGHAM SURVEY NO. 68, ABSTRACT NO. 163, TRAVIS COUNTY, TEXAS, AND BEING A PART OF EXHIBIT "A-1", 53.007 ACRES AND EXHIBIT "A-2", 4.766 ACRES, CONVEYED BY NWC HOWARD & I-35, LTD. TO HANNA/MAGEE L.P. #1 IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2007053237 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a found 1/2 inch iron rebar with cap marked "LANDESIGN" for the northwest corner of Lot 27, Block A, Lakes at Northtown, Section Four, a subdivision in Travis County, Texas, recorded in Document No. 201000092 of the O.P.R.T.C.T., being in the east line of Lot 2, Block A, Amended Plat of Lakes of Northtown Section One, a subdivision in Travis County, Texas, recorded in Document No. 200800001 of the O.P.R.T.C.T. and in the west line of said 4.766 acres;

THENCE with the west line of said 4.766 acres and with the east line of said Lot 2 the following five (5) courses;

1. North 07°17'55" West a distance of 67.07 feet to a 1/2 inch iron rebar with cap marked "LANDESIGN" found;
2. North 04°46'38" East a distance of 125.06 feet to a 1/2 inch iron rebar with cap marked "LANDESIGN" found;
3. North 15°17'57" East a distance of 125.29 feet to a 1/2 inch iron rebar with cap marked "LANDESIGN" found;
4. North 19°06'27" East a distance of 125.81 feet to a 1/2 inch iron rebar with cap marked "LANDESIGN" found;
5. North 27°28'01" East a distance of 143.92 feet to a 1/2 inch iron rebar with cap marked "LANDESIGN" found at the northwest corner of said 4.766 acre tract and in the south

line of a 52.16 acre called Remainder of Tract No. One conveyed to Perpetual Gardens of Austin, Inc. recorded in Volume 5945, Page 727 of the Deed Records of Travis County, Texas (D.R.T.C.T.);

THENCE South $62^{\circ}22'43''$ East with the north line of said 4.766 acre tract and the south line of said Remainder of Tract No. One a distance of 354.07 feet to a 1/2 inch iron pipe found at the northeast corner of said 4.766 acre tract, the northwest corner of said 53.007 acre tract, the southeast corner of said Remainder of Tract No. One and the southwest corner of a 29.705 acre tract conveyed to SCI Colorado Funeral Services, Inc. recorded in Volume 12485, Page 0454 of the Real Property Records of Travis County, Texas (R.P.R.T.C.T.);

THENCE with the north line of said 53.007 acre tract and the south line of said 29.705 acre tract the following three (3) courses;

1. South $62^{\circ}29'11''$ East a distance of 472.79 feet to a 1/2 inch iron rebar with cap marked "LANDESIGN" found;
2. South $62^{\circ}20'37''$ East a distance of 318.82 feet to a 1/2 inch iron rebar found;
3. South $62^{\circ}22'26''$ East a distance of 90.93 feet to a 1/2 inch iron rod found at the southeast corner of said 29.705 acre tract and the southwest corner of a called 15.997 acre tract called Tract One;

THENCE with the north line of said 53.007 acre tract and the south line of said Tract One the following two (2) courses:

1. South $62^{\circ}47'59''$ East a distance of 55.91 feet to a 1/2 inch iron rod found;
2. South $62^{\circ}13'33''$ East a distance of 395.63 feet to a 1/2 inch iron rebar with cap marked "LANDESIGN" found;

THENCE South $61^{\circ}57'48''$ East with the north line of said 53.007 acre tract and the south line of said Tract One and the south line of 43.906 acre tract conveyed to Sealy Heatherwilde, LP recorded in Document No. 2000101898 of the O.P.R.T.C.T. a distance of 668.82 feet to a 1/2 inch iron rod found with cap marked "RPLS 4094", for the northeast corner of said 53.007 acre tract and the northwest corner of a 0.309 acre tract called Tract 2 conveyed to Travis County recorded in Document No. 2007205044 of the O.P.R.T.C.T.;

THENCE with the east line of said 53.007 acre tract and the west line of said Tract 2 the following five (5) courses;

1. South $27^{\circ}34'19''$ West a distance of 20.47 feet to a 1/2 inch iron rod found with cap marked "RPLS 4094";
2. Along a curve to the left, having a radius of 1089.00 feet, a delta angle of $03^{\circ}22'38''$, a length of 64.19 feet and a chord which bears South $25^{\circ}54'21''$ West a distance of 64.18 feet to a 1/2 inch iron rod found with cap marked "RPLS 4094";

3. South 74°04'08" West a distance of 141.00 feet to a 1/2 inch iron rod found with cap marked "RPLS 4094";
4. South 15°55'52" East a distance of 65.00 feet to a 1/2 inch iron rod found with cap marked "RPLS 4094";
5. North 74°04'08" East a distance of 140.07 feet to a 1/2 inch iron rod found with cap marked "RPLS 4094" in the east line of said 53.007 acre tract and the southeast corner of said Tract 2 and in the west line of a 0.628 acre tract called Tract 1 conveyed to County recorded in Document No. 2007205044 of the O.P.R.T.C.T.;

THENCE with the east line of said 53.007 acre tract and the west line of said Tract 1 along a curve to the left, having a radius of 1049.00 feet, a delta angle of 07°36'05", a length of 139.17 feet and a chord which bears South 17°40'09" West a distance of 139.07 feet a 1/2 inch iron rebar with cap marked "LANDESIGN" found, at the northeast corner of Lot 14, Block H, Lakes of Northtown, Section Two, a subdivision in Travis County, Texas, recorded in Document No. 200700206 of the O.P.T.T.C.T.;

THENCE crossing through said 53.007 acres and along the north line of said Lakes at Northtown Section Two the following two (2) courses:

1. North 62°27'58" West a distance of 407.25 feet to a 1/2 inch iron rebar with cap marked "LANDESIGN" found;
2. North 75°10'50" West a distance of 102.64 feet to a 1/2 inch iron rebar with cap marked "LANDESIGN" found;

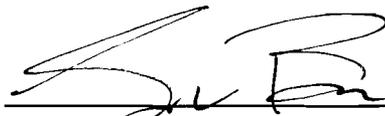
THENCE North 62°09'39" West continuing to cross through said 53.007 acre tract, and with the north line of said Northtown Section Two and the north line of said Northtown Section Four a distance of 350.00 feet to a 1/2 inch iron rebar with cap marked "LANDESIGN" found;

THENCE continuing to cross through said 53.007 acre tract and with the north line of said Northtown Section Four the following nine (9) courses;

1. South 27°50'21" West a distance of 10.00 feet to a 1/2 inch iron rebar with cap marked "LANDESIGN" found;
2. North 62°09'39" West a distance of 120.19 feet to a 1/2 inch iron rebar with cap marked "LANDESIGN" found;
3. North 27°50'21" East a distance of 10.00 feet to a 1/2 inch iron rebar with cap marked "LANDESIGN" found;
4. North 62°09'39" West a distance of 993.15 feet to a 1/2 inch iron rebar with cap marked "LANDESIGN" found;

5. North 86°40'30" West a distance of 115.29 feet to a 1/2 inch iron rebar with cap marked "LANDESIGN" found;
6. South 08°53'48" East a distance of 53.47 feet to a 1/2 inch iron rebar with cap marked "LANDESIGN" found;
7. South 84°26'22" West a distance of 186.68 feet to a 1/2 inch iron rebar with cap marked "LANDESIGN" found;
8. Along a curve to the left, having a radius of 525.00 feet, a delta angle of 01°06'17", a length of 10.12 feet and a chord which bears South 06°06'47" East a distance of 10.12 feet to a 1/2 inch iron rebar with cap marked "LANDESIGN" set;
9. South 83°20'04" West a distance of 120.79 feet to the POINT OF BEGINNING.

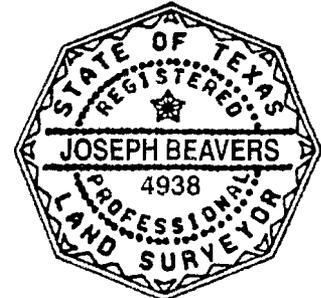
This parcel contains 17.146 acres of land, more or less, out of the L.C. Cunningham Survey No. 68, Abstract No. 163, Travis County, Texas. Description prepared from an on-the-ground survey made during July 2010. All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD 83 Datum.



18 AUG 10

Joseph Beavers
Registered Professional Land Surveyor
State of Texas No. 4938

Date



Project Number: 011-06-009
L:\LONGARO & CLARKE\HOWARD LANE\FNOTES\Lakes of Northtown Sec 5.doc



Travis County Commissioners Court Agenda Request

Meeting Date: August 23, 2011

Prepared By: Teresa Calkins **Phone #:** 854-7569

Division Director/Manager: Anna Bowlin

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

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action on a proposed license agreement with Westminster Glen Home Owner's Association (HOA) for placement and operation of radar speed sign within right-of-way of Westminster Glen Avenue, a Travis County-maintained roadway in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

In order to slow traffic on the main collector within their subdivision, the Westminster Glen Home Owner's Association (HOA) desires to install a pole-mounted radar speed sign on Westminster Glen Avenue. The pole-mounted sign will be powered by solar panels, and will be located to be visible to motorists traveling eastbound on Westminster Glen Avenue. A specification sheet describing the radar sign is included as an exhibit to the license agreement document, which is attached to this agenda request. The sign is proposed to be located within the right-of-way of Westminster Glen Avenue on the eastbound side of the roadway approximately halfway between Prince William Avenue and Mountbatten Circle adjacent to a drainage easement, and located where a deer crossing sign is currently displayed. The Westminster Glen HOA also asks that the deer crossing sign be relocated to the opposite side of the street.

STAFF RECOMMENDATIONS:

As the sign is proposed to improve awareness of the motoring public and enhance the safety of the subdivision, and as the Westminster Glen HOA has provided a license agreement wherein they agree to maintain the sign, maintain required liability insurance coverage, and post costs for removal of the sign, should that become necessary. Staff recommends approval of the license agreement.

ISSUES AND OPPORTUNITIES:

Approval of this proposed license agreement, and the proposed radar sign installation, represents an enhancement to the safety of the subdivision and the public.

FISCAL IMPACT AND SOURCE OF FUNDING:

None

ATTACHMENTS/EXHIBITS:

License Agreement between Travis County and Westminster Glen HOA
Insurance Certificate

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Director	TNR Dev Svcs	854-7561

CC:

Paul Scoggins	Eng Specialist	TNR Dev Svcs	854-7619
David Greear	Traffic Manager	TNR Road Maintenance	854-7650

: :
1101 - Development Services - License Agreement: Westminster Glen HOA (Radar sign)

ATTACHMENT I:

LICENSE AGREEMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

This Agreement is made and entered into by and between Travis County, Texas, (the "COUNTY") and the **Westminster Glen Homeowner's Association, Inc.** (the "ASSOCIATION"), hereinafter collectively referred to as the "Parties", for the purposes and consideration described herein.

WITNESSETH:

WHEREAS, the COUNTY has accepted the dedication of the roads in **Westminster Glen Phase 1 Subdivision**, a subdivision located in Travis County, being more particularly described in that certain plat recorded at Book 85, Page 101B, of the Plat Records of Travis County, Texas (the "Subdivision"); and

WHEREAS, the ASSOCIATION plans to install, pay expenses, and maintain a certain pole-mounted radar sign and related improvements in a portion of the right-of-way of **Westminster Glen Avenue** in the Subdivision; and

WHEREAS, the radar sign and related improvements include, but are not limited to, a TC-500S solar-powered radar sign system (the "Improvements") within a portion of the right-of-way of the Subdivision roads, installed in a location acceptable and as permitted by Travis County Transportation and Natural Resources Division, and as generally described in Exhibit "A", which is attached hereto and incorporated herein for all purposes;

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

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

I. Grant

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

II. Consideration

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

1. The enhancement of safety of the community and the public by the Improvements; and,
2. The agreement by the ASSOCIATION to provide the below-specified insurance and indemnification in favor of the COUNTY.

III. County's Rights to Licensed Property

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

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

IV. Insurance

A. The ASSOCIATION shall, at its sole expense, provide extended public liability insurance coverage, written by a company acceptable to the County, licensed to do business in Texas, in the amounts of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per occurrence and ONE MILLION DOLLARS (\$1,000,000.00) in the aggregate for property damage and personal injury and death, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the COUNTY OF TRAVIS as co-insured or as an additional insured. This insurance coverage shall cover all perils arising out or connected in any way to the activities of the ASSOCIATION, its officers, employees, agents or contractors, relative to this Agreement. The ASSOCIATION shall be responsible for any deductibles stated in the policy. A true copy of each instrument affecting such additional coverage shall be delivered to the COUNTY'S Executive

Manager of Transportation & Natural Resources Department within twenty-one (21) days of the effective date of this Agreement.

B. The ASSOCIATION 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, reduced, restricted or otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

V. Indemnification

To the extent permitted by Texas law, the ASSOCIATION agrees to and shall indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property, which arises from or is in any manner connected to or caused in whole or in part by the ASSOCIATION's construction, maintenance or use of the Licensed Property. This indemnification provision, however, shall not apply to any claims, suits, damages, costs, losses or expenses (i) for which the COUNTY shall have been compensated by insurance provided under Paragraph IV, above, or (ii) arising solely from the negligent or willful acts of the COUNTY, provided that for the purposes of the foregoing, the COUNTY'S act of entering into this Agreement shall not be deemed to be a "negligent or willful act".

VI. Conditions

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

B. ASSOCIATION's Responsibilities. The ASSOCIATION will be responsible for any damage to or relocation of existing facilities required by the construction of the improvements. Further, the ASSOCIATION shall reimburse the COUNTY for all reasonable costs incurred by the COUNTY in replacing or repairing any property of the COUNTY or of others which was damaged or destroyed as a result of activities under this Agreement by or on behalf of the ASSOCIATION.

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

D. Removal or Modification. The ASSOCIATION agrees that removal or modification of any improvements now existing or to be later replaced shall be at the ASSOCIATION's sole discretion, except where otherwise provided by this Agreement. This Agreement, until its expiration or revocation, shall run as a covenant on the land on the above-described real property, and the terms and conditions of this Agreement shall be binding on any successors and assigns in interest to the ASSOCIATION or the

COUNTY. A written memorandum of this agreement shall be filed in the Official Public Records of Travis County, Texas.

E. Security Deposit. The ASSOCIATION shall provide the COUNTY with cash in a cashier's check in the amount of \$100 AND NO/100 DOLLARS (\$ 100). Cash provided to the COUNTY will be deposited with the County Treasurer and interest, on the amount, will be paid to the ASSOCIATION, on an annual basis upon the receipt by the Treasurer of a letter requesting such interest. The only condition to a draft on the cash security shall be a letter from the Travis County Judge indicating that the ASSOCIATION has not fulfilled its obligations under this Agreement and that the COUNTY has incurred or will incur expenses with regard to the Improvements located on, upon or in the Licensed Property.

F. Default. In the event that the ASSOCIATION fails to maintain the Licensed Property, then the COUNTY shall give the ASSOCIATION written notice thereof by registered or certified mail, return receipt requested, to the addresses set forth below. The ASSOCIATION shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of and, if the ASSOCIATION does not satisfactorily remedy the same within the thirty (30) day period, the COUNTY may, at the COUNTY'S option, perform the work or contract for the completion of the work. In addition, the ASSOCIATION agrees to pay, within thirty (30) days of written demand by the COUNTY, all reasonable costs and expenses incurred by the COUNTY in completing the work.

VII. Commencement; Termination by Abandonment

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

VIII. Termination

A. Termination by the ASSOCIATION. The ASSOCIATION may terminate this Agreement by delivering written notice of termination to the COUNTY not later than thirty (30) days before the effective date of termination. If the ASSOCIATION so terminates, then it may remove installations, that it made, from the Licensed Property, within the thirty (30) day notice period. Any installations not removed within said period are agreed to be the property of the COUNTY.

B. Termination by County. The COUNTY may revoke this Agreement at any time, if such revocation is reasonably required by the public interest, after providing at least thirty (30) days prior written notice to the ASSOCIATION. Subject to prior written notification to the ASSOCIATION or its successors in interest, this Agreement is revocable by the COUNTY if:

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

If the ASSOCIATION abandons or fails to maintain the Licensed Property, and the COUNTY receives no substantive response within thirty (30) days following written notification to the ASSOCIATION, then this Agreement shall terminate and the COUNTY may remove and/or replace all Improvements or a portion thereof and collect from ASSOCIATION the COUNTY'S actual expenses incurred in connection therewith.

IX. Eminent Domain

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

X. Interpretation

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

XI. Application of Law

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

XII. Venue

TO THE EXTENT ALLOWED BY TEXAS LAW, IT IS AGREED THAT VENUE FOR ALL LAWSUITS CONCERNING THIS AGREEMENT WILL BE IN TRAVIS COUNTY, TEXAS. THIS AGREEMENT CONCERNS REAL PROPERTY LOCATED IN TRAVIS COUNTY, TEXAS, AND IS WHOLLY PERFORMABLE IN TRAVIS COUNTY.

XIII. Covenant Running with Land

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

XIV. Assignment

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

XV. Notice

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

ASSOCIATION:

Westminster Glen Homeowner's Association, Inc.
c/o RealManage Austin, LP
10800 Pecan Park Blvd., Ste. 100
Austin, TX 78750
512-492-6000

COUNTY:

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

COPY TO:

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

COPY TO:

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

XVI. Annexation by the City

A. If the total area within the Licensed Property is annexed for full purposes by the City of Austin or other incorporated municipality (the "CITY"), then all references in this Agreement to "the COUNTY" shall be construed to mean "the CITY"; all references to "the Executive Manager of the COUNTY Transportation and Natural Resources Department" shall be construed to mean "the Director of the CITY Department of Public Works & Transportation"; all references to "the Commissioners Court" shall be construed to mean "the CITY Council". Any other references to COUNTY employees shall be construed to mean the analogous CITY employee or officer.

EXECUTED AS OF THE DATES SET FORTH BELOW:

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe, County Judge

Date: _____

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

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

Notary Public in and for the State of Texas

Printed/Typed Name

My commission expires

TERMS AND CONDITIONS ACCEPTED, this the __ day of _____, 2011.

THE ASSOCIATION:

Westminster Glen HOA, Inc.

By: _____
signature

Name: _____
printed name

Title: _____
Authorized Representative

ACKNOWLEDGEMENT

THE STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

This instrument was acknowledged before me on this the ___ day of _____, 2011, by as _____ of the _____, a Texas corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

Printed/Typed Name

My commission expires

ADDRESS OF ASSOCIATION:

ASSOCIATION'S MANAGEMENT CO.

Westminster Glen HOA, Inc.
10800 Pecan Park Blvd., Ste. 100
Austin, Texas 78750

RealManage, LLC
10800 Pecan Park Blvd., Ste. 100
Austin, TX 78750

512-492-6000

phone

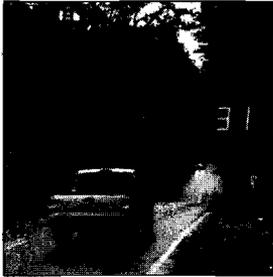
Attn: Jeff Girardeau
512-492-6009 _____
phone

EXHIBIT "A"



www.radarsign.com
 6845 Shiloh Road East, Suite D11
 Alpharetta, GA 30005
 Telephone: 678-520-5152 or 678-965-4814
 E-Mail: info@radarsign.com

TC-500 Radar Sign Specifications



Radar signs provide a proven, effective and affordable solution to calming traffic and reducing speeders on city streets and highways, in neighborhoods, school zones, parking lots, corporate campuses, plant sites and more.

The TC-500 radar sign system was designed for a variety of purposes and locations and is available in AC powered, battery powered, and solar powered models.

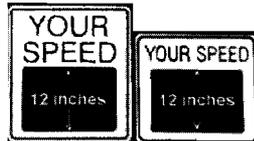
The TC-500 is viewable at 500 feet and is ideal for 20 - 40 mph roads.

Power Options:

- **TC-500S (Solar):** Dual 12-volt, 18 amp/hour AGM batteries with solar panel
- **TC-500A (AC):** hard wire to 100V-240V power supply
- **TC-500B (Battery):** Dual 12-volt, 18 amp/hour AGM batteries ; includes AC adapter/charger
- **Power Consumption:** < 2.5 amps (24w) in active mode; Idle mode < 1 watt; Circuit Breaker: Multi-circuit, 5 amp fuses

YOUR SPEED Faceplate

- Full size 24" w x 21" h YOUR SPEED faceplate with MUTCD compliant colors & reflectiveness
- Oversized 24" w x 26" h faceplate optional
- Ideal for 10 MPH to 40 MPH speed limit roads
- Available in white, yellow or safety orange



Standard Programming

- On/Off Timer Options: 4 timers per day, also by day of week. Settings allow lower speed limits for school zones.
- Display On/Off: Allows traffic data collection to continue even when display is off.
- Display Brightness Control: Manual setting option or auto adjust to light conditions, up to 100 levels.
- Setup Functions: Easy to follow menu - software managed, no mechanical switches to operate.
- Maximum Speed Cutoff: Prevents unwanted high speed displays, up to 99 mph; discourages excessive speeds to 'test' sign. Choice of flashing matrix, or LED display cutoff.
- Date/Time Control: Battery backed real-time clock / calendar

Speeding Alert

- 2 speeds of flashing LEDs to notify drivers that are exceeding the speed limit

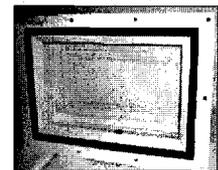
Bluetooth Communication

- Allows wireless operation of radar sign and data collection directly from laptop from the comfort of a nearby vehicle.



Housing

- Dimensions: 15.8" H x 22.2"W x 5.25"D
- Thickness: .1875" to .25" aircraft aluminum with white powder coat finish
- Provides maximum protection from elements & vandalism
- NEMA 4R level compliant
- Non-sealed & ventilated
- Humidity Maximum: 100%



BASHPLATE™ with LED cones

- Internal .375" aluminum shield to protect components from abuse or vandalism
- Beveled design protects LEDs and internal components by dissipating any force inflicted on the sign.



LEDs

- 2 digits, 12" high super bright amber LEDs (life up to 100,000 hours) with directional beam technology
- Automatic intensity adjustment to ambient light conditions for maximum visibility



GE Lexan™ Display Cover

- .25" thick protective cover
- Abrasion resistant
- Graffiti resistant
- UV resistant
- Shatter resistant

Radar

- Type: K Band, single direction Doppler radar, FCC part 15 compliant
- Sensor Range: Sensor range up to 1000'
- Beam Width: 12 degrees, +/- 2 degrees
- Operating Frequency: 24.125 GHz, +/- 50 MHz
- Accuracy: +/- 1.5 mph
- Speed Detection Range: 7 - 127 mph

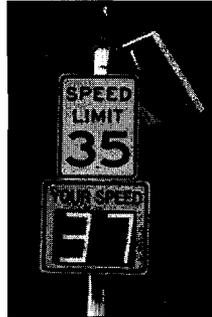


www.radarsign.com
6845 Shiloh Road East, Suite D11
Alpharetta, GA 30005
Telephone: 678-520-5152 or 678-965-4814
E-Mail: info@radarsign.com

TC-500 Radar Sign Specifications

Solar Power

- Solar Panel Output: 40 watt
Voltage at Pmax = 16.9V
Current at Pmax = 2.34Amps
- Optional Upgrade:
Solar Panel: 65 watt
Voltage at Pmax = 17.4V
Current at Pmax = 3.75 Amps
- Batteries: Two 12-volt, 18 amp/hour AGM batteries (UL recognized)
Designed to slide into housing slots without any danger of movement.
- Energy Density: 1.54 Watt-hours/cubic inch
- Battery Controller: Manages the flow of solar energy input (up to 80w) from solar panel to battery.
- Pole Mount: Side pole mount with 45° angle bracket for effective solar charging.
- Software Control: SmartCharge® software prevents overcharging and intelligent shutdown when battery falls below acceptable voltage; auto restart when sufficiently recharged.
- Battery Status: Via Bluetooth, can check battery charge levels and solar amperage.



Mini-SD Memory Card

- System Storage Capacity: stores data on up to 5 million vehicles

Weight

- TC-500A (AC): 32 lbs.;
- TC-500B (Battery): 56 lbs. (includes 2 batteries)
- TC-500S (Solar): 56 lbs. (includes 2 batteries)

Operating Temperatures

- -40° F to +138° F.

Warranty

- Two year warranty on parts and labor, including batteries
- Exceptions: Does not cover malicious abuse, theft, or damage due to unauthorized modification.
- Optional third year warranty extension available.

Optional

- StreetSmart Traffic statistics software : report, organize and analyze speed and traffic data
- EZ Comm: Cellular based remote sign management system with 365 day calendar

EXHIBIT "B"

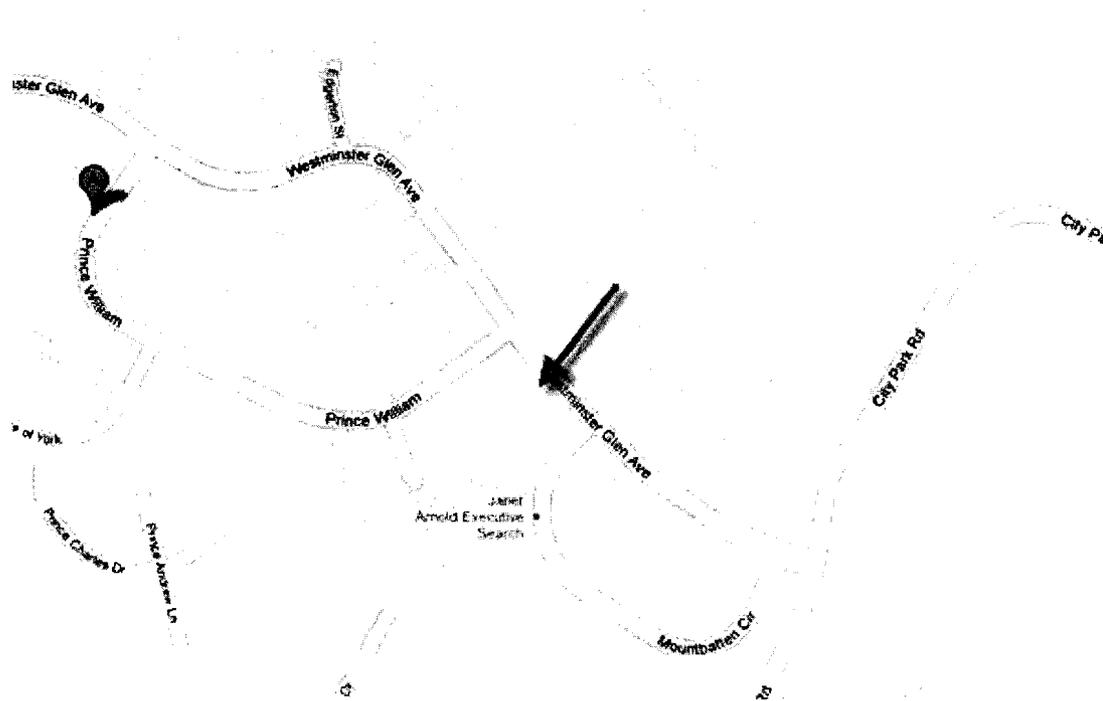
Westminster Glen Homeowner's Association, Inc.

June 21, 2011

SE bound lane on Westminster Glen Ave.

Half way between intersection of Prince William and Mountbatten

Location to be where current deer crossing sign is located





Travis County Commissioners Court Agenda Request

Meeting Date: August 23, 2011

Prepared By/Phone Number: Beth Devery, 854-6654

Elected/Appointed Official/Dept. Head: Patricia A. Young Brown, Travis County Healthcare District d/b/a Central Health

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

RECEIVE AND DISCUSS THE PRELIMINARY BUDGET OF THE TRAVIS COUNTY HEALTHCARE DISTRICT FOR FISCAL YEAR 2012 AND THE ASSOCIATED TAX RATE.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Please see attached documentation.

STAFF RECOMMENDATIONS:

Please see attached memorandum.

ISSUES AND OPPORTUNITIES:

Please see attached documentation.

FISCAL IMPACT AND SOURCE OF FUNDING:

Please see attached documentation.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office	Leroy Nellis
County Attorney	John Hille
County Attorney	Beth Devery
County Auditor	Susan Spataro
County Judge's Office	Cheryl Aker
Commissioners Court	Cheryl Aker

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



CENTRAL HEALTH

Fiscal Year 2012 Preliminary Budget Executive Summary

Who We Are

The Travis County Healthcare District (doing business as "Central Health"), was created by vote of the Travis County electorate in May 2004. Its purpose is the provision of medical and hospital care to eligible residents of Travis County, a responsibility that was previously shared by Travis County and the City of Austin prior to Central Health's creation. Central Health's mission is to create access to healthcare for those who need it most.

While Texas law defines eligible residents as individuals at or below 21% of the federal poverty level (currently \$4,693 for a family of 4), Central Health defines its identified population as uninsured or underinsured residents up to 200% of the federal poverty level (currently \$44,700 for a family of four).

Fiscal Year 2012 Budget

Central Health has adopted the role of community steward in considering its responsibility to those in need of services and to all Travis County taxpayers. Central Health developed this fiscal year 2012 budget to help support the most appropriate level of care to our target population and to assure that taxpayer dollars are used in the most effective manner possible.

From its inception in fiscal year 2005, Central Health has worked consistently to fulfill its mission of creating access to healthcare for those who need it most. Over the last seven years, Central Health has steadily increased the provision of healthcare services to its population and has worked with a variety of healthcare providers and stakeholders to augment and improve the healthcare safety net here in Travis County. At the same time, Central Health has gradually but steadily increased its revenue and expenditures to carry out its mission: in fiscal year 2005, total expenditures were \$58.5 million; in fiscal year 2012, total expenditures in this preliminary budget are \$118 million.

Over its history, Central Health has benefitted significantly from its ownership of University Medical Center Brackenridge (UMCB), a level one trauma center. Central Health leases UMCB to the Seton Healthcare Family under a long-term arrangement and receives base and additional lease rent that has contributed to its ability to expand service. In addition, UMCB and other Seton facilities provide acute and specialty care services for the eligible low-income and uninsured population that Central Health serves.

Central Health has been prudent with its tax rate since its inception and has adopted the effective tax rate (the rate that brings in the same amount of tax revenue as the prior year) for the last two years. Although Central Health had budgeted to spend down some of its excess reserves in prior years, it had never done so due to positive revenue and expense variances in each of those years.. However, for the first time since inception, in the current fiscal year 2011, Central Health will in fact spend some of the reserves that it budgeted to spend in order to deliver needed services to the community.

Central Health's current tax rate (fiscal year 2011) is 7.19. This preliminary 2012 budget includes a total tax rate of 7.89 cents per \$100 of assessed value, with an operating tax rate of 7.74 cents, a 6.5% increase above the effective operations and maintenance tax rate of 7.27 cents. In addition, Central Health will levy a debt service tax rate of .15 cents to pay its budgeted 2012 debt service of \$1.4 million. The debt service tax rate will provide debt service funds for Certificates of Obligation that fund the purchase and renovation of a large



CENTRAL HEALTH

Fiscal Year 2012 Preliminary Budget Executive Summary

facility in southeast Travis County and a portion of the construction cost of Central Health's North Central Community Health Center, the remainder of which was funded with Federal grant dollars.

Together, these two facilities will comprise the hubs of Central Health's service area, which are complemented by 20 other facilities offering a variety of services. These sites are operated by Central Health's affiliated entity, CommUnityCare, a 501(c)(3), non-profit corporation. Central Health and CommUnityShare are "co-applicants" in that they share the Federally Qualified Health Center designation from the Federal government that allows the sites to receive pharmacy discounts and enhanced reimbursement for services funded by Medicaid.

In fiscal year 2012, Central Health will continue to fund the expanded network of providers it has assembled over the last several years and will also fund the start-up of a Medicaid HMO, Sendero Health Plans. Sendero intends to provide Medicaid managed care services in an eight-county region here in Central Texas and will also assume the medical management of Central Health's Medical Access Program enrollees. The following are highlights of the District's fiscal year 2012 operating budget:

- It includes a total tax rate of 7.89 cents per \$100 of assessed valuation, with an operating rate of 7.74 cents and a debt service rate of .15 cents;
- It includes the use of \$12.3 million in total reserves, \$5 million of which will come from a reserve of \$27.6 million established to capitalize Sendero Health Plans over its initial five years of operation;
- It includes a total of \$8.7 million more in budgeted property tax revenue, \$7.3 of which is for service delivery and operations and \$1.4 of which is for debt service;
- It continues the practice of budgeting additional lease revenue from University Medical Center Brackenridge and the Dell Children's Medical Center;
- It continues the same level of enhanced primary care visits as the 2011 amended budget and includes an increased payment of \$3 million to CommUnityCare for the operation of new or expanded sites;
- It continues the enhanced level of funding provided in the amended 2011 budget of \$7.9 million for inpatient mental health services; and
- It includes \$3.0 million in unallocated service expansion funds that can be used to fund additional services or projects currently not funded in this preliminary budget.

Capital Budget

Capital Budget (\$1.85 M): The FY2012 capital budget includes the following:

- \$1 million for information technology equipment, including additional data needs for expansion and relocation of facilities, replacement of computers and peripheral equipment, etc.;
- \$500,000 for potential expansion site needs; and
- \$350,000 for capital maintenance for the Community Health Centers;

Following this narrative are two budget schedules. The first is a one-page revenue and expense summary budget for fiscal years 2011 and 2012 and the second is a six-page detailed expense budget for fiscal years 2011 and 2012 that breaks out the components of Central Health's Healthcare Delivery Program and Administration Program.



CENTRAL HEALTH

Preliminary 2012 Budget

Presented to
Travis County
Commissioners Court

August 23, 2011



Overview

- + Service expansion accomplishments
- + Financial history
- + 2012 preliminary budget overview
- + Planned service expansions
- + Tax rate
- + Next steps

Vision & Mission

Our Shared Vision

Central Texas is a model healthy community.

Our Mission

Central Health creates access to healthcare for those who need it most.

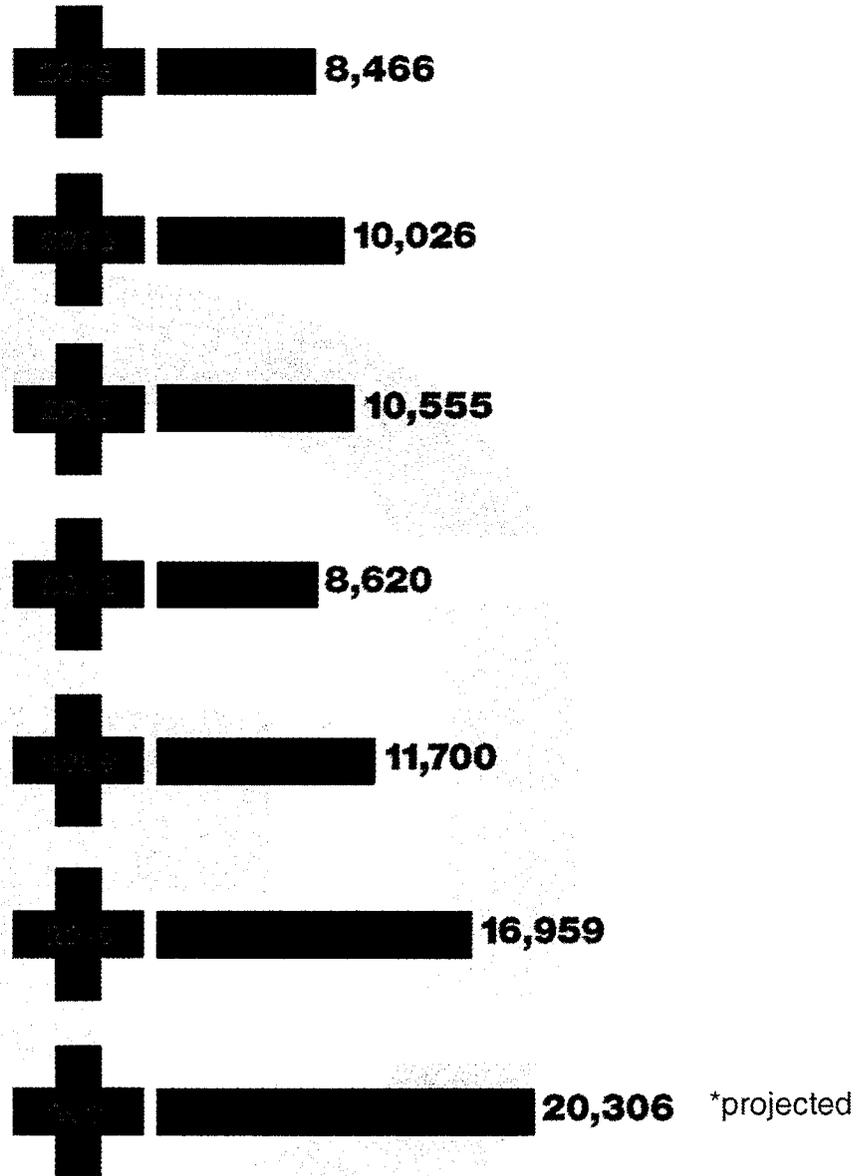
Total Expenditures & Revenues

We have expanded access to primary care, which benefits our entire community

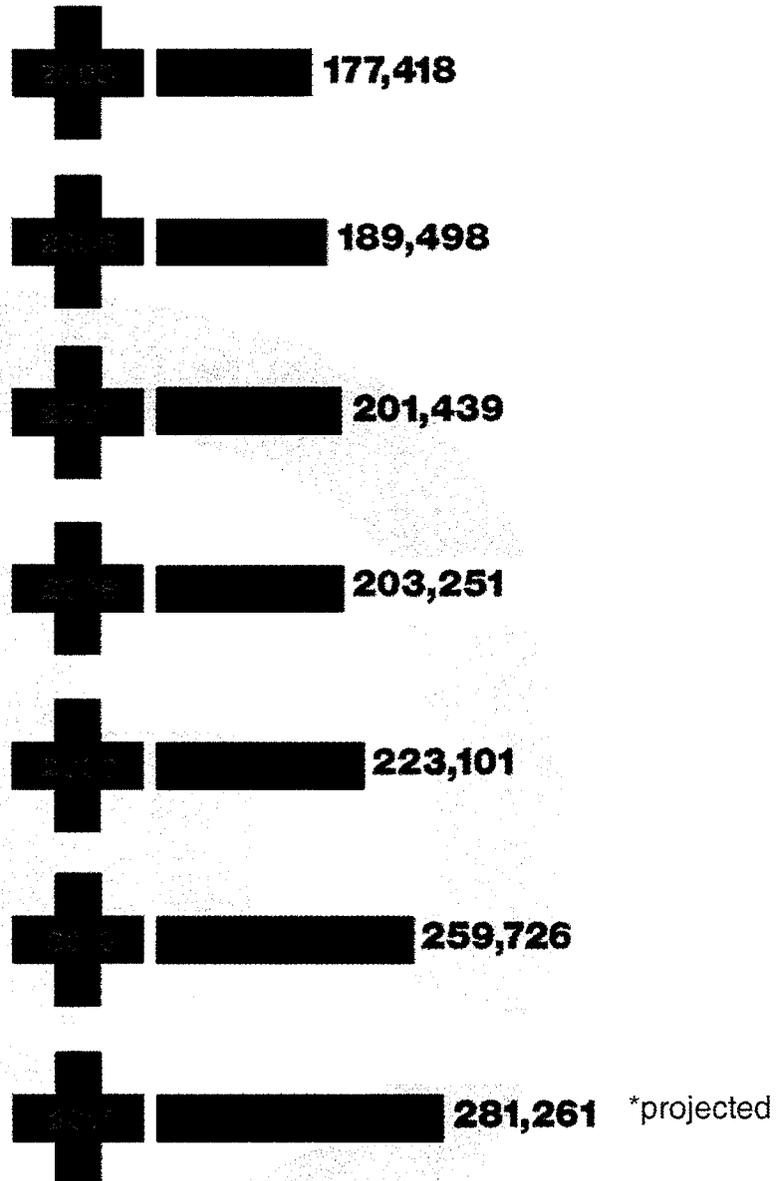


FACT: Access to primary care reduces sudden illness, reduces unnecessary usage of emergency facilities, and keeps costs lower for everyone.

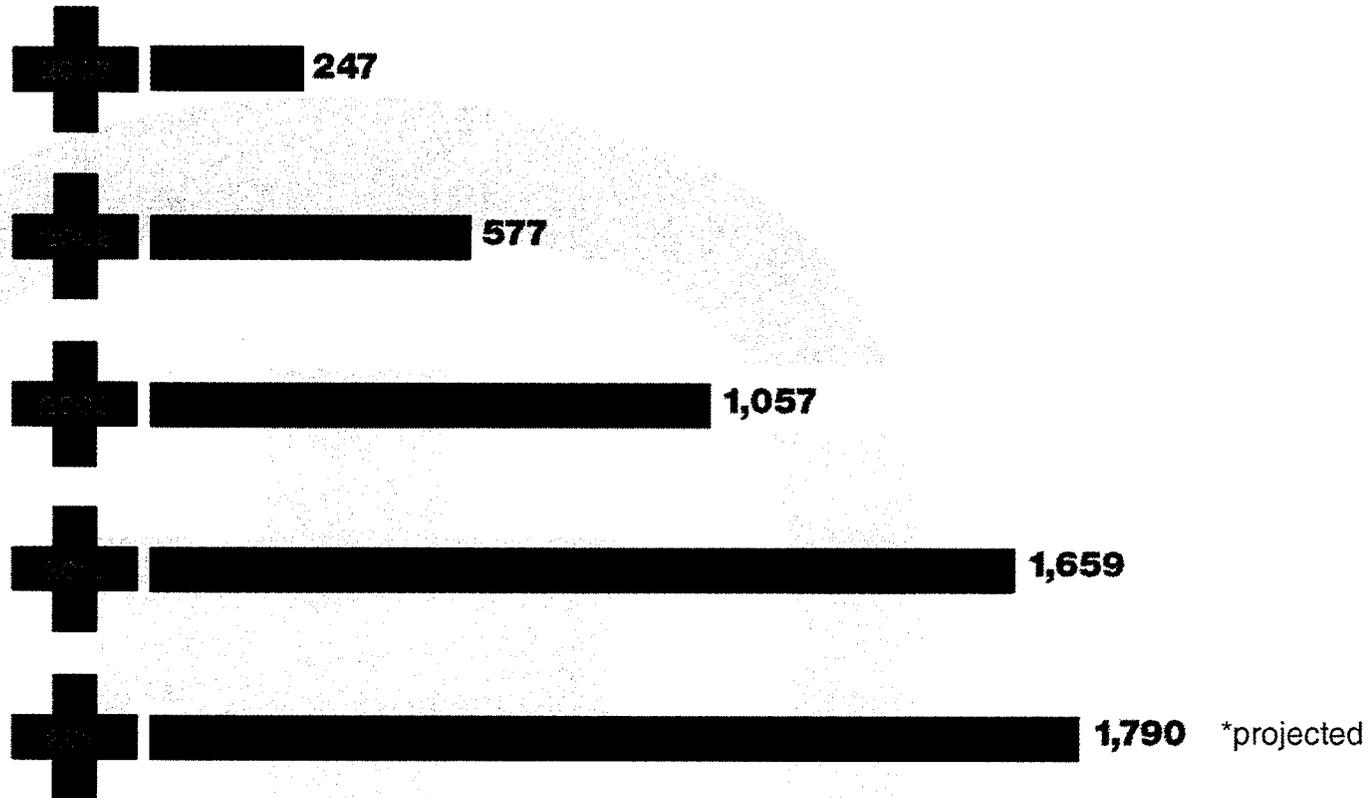
Total MAP Enrollment



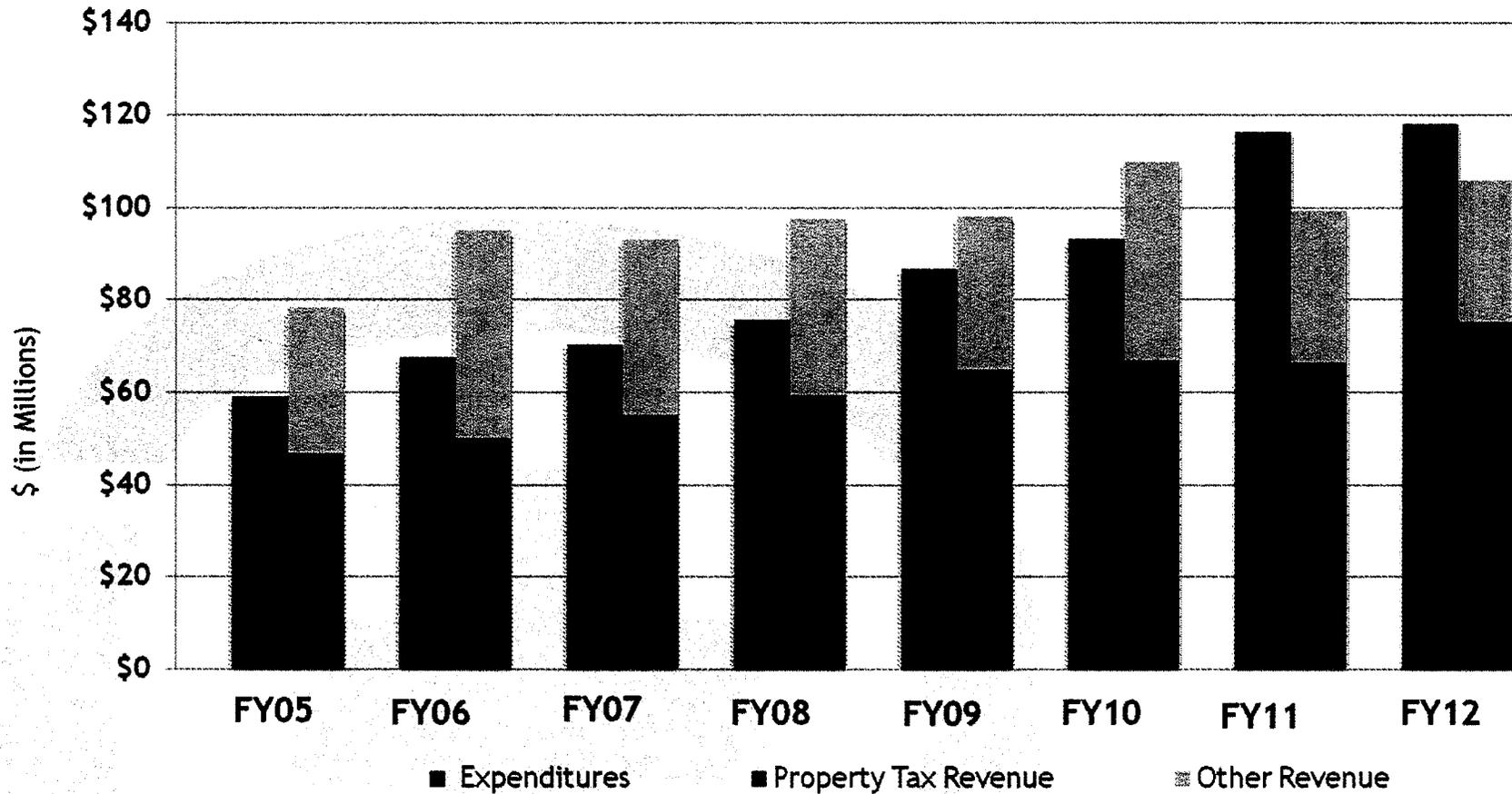
Total Primary Care Visits



Total Inpatient Psychiatric Care Visits



Total Expenditures & Revenues



Tax Rate
(cents per
\$100 valuation)

7.79

7.79

7.34

6.93

6.79

6.74

7.19

7.89

Increase above
effective

-0-

3%

6%

4%

6%

-0-

-0-

6.5%

Overview of 2011 Proposed Budget

(in millions)

	2011 Amended	2012 Prelim.	Change
Property Tax Rate	\$.0719	\$.0789	\$.0070
Property Tax Revenue	\$66.4	\$75.1	\$8.7
Seton Lease	\$29.5	\$28.5	\$(1.0)
Interest/Tobacco Settlement	\$3.2	\$2.1	\$(1.1)
Use of Reserves **	<u>\$ 17.3</u>	<u>\$ 12.3</u>	<u>\$ (5.0)</u>
Total Sources of Funds	\$116.4	\$118.0	\$1.6
Healthcare Delivery	\$109.6	\$110.7	\$1.1
Administration	\$6.0	\$6.4	\$0.4
Tax Collection	<u>\$0.8</u>	<u>\$0.9</u>	<u>\$ 0.1</u>
Total Uses of Funds	\$116.4	\$118.0	\$1.6

Capital Improvement Projects

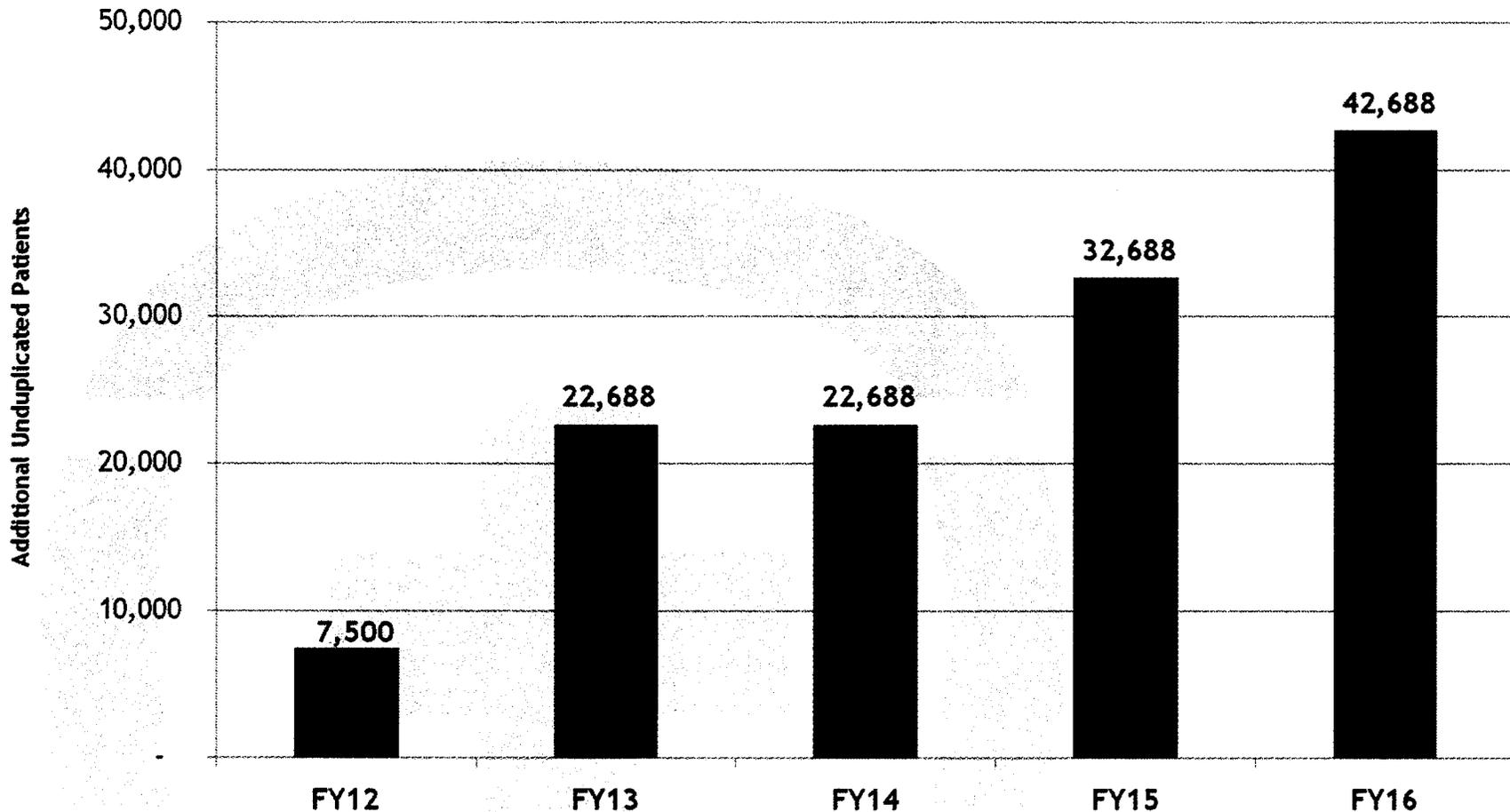
	2012
Facility Improvements	850,000
Information Technology	<u>1,000,000</u>
Total	1,850,000

Increases to Providers and Other MAP Services

(in millions)

	2011	2012	Increase
CommUnityCare	\$35.4	\$38.4	\$3.0
Lone Star Circle of Care	\$1.3	\$3.0	\$1.7
Inpatient mental health	\$6.3	\$8.0	\$1.7
Pharmacy	\$4.2	\$4.4	\$.20
People's Comm. Clinic	\$.73	\$1.00	\$.27
Blackstock	\$.20	\$.10	\$.10

Cumulative Additional Patients Served by Planned CHC Primary Care Expansions

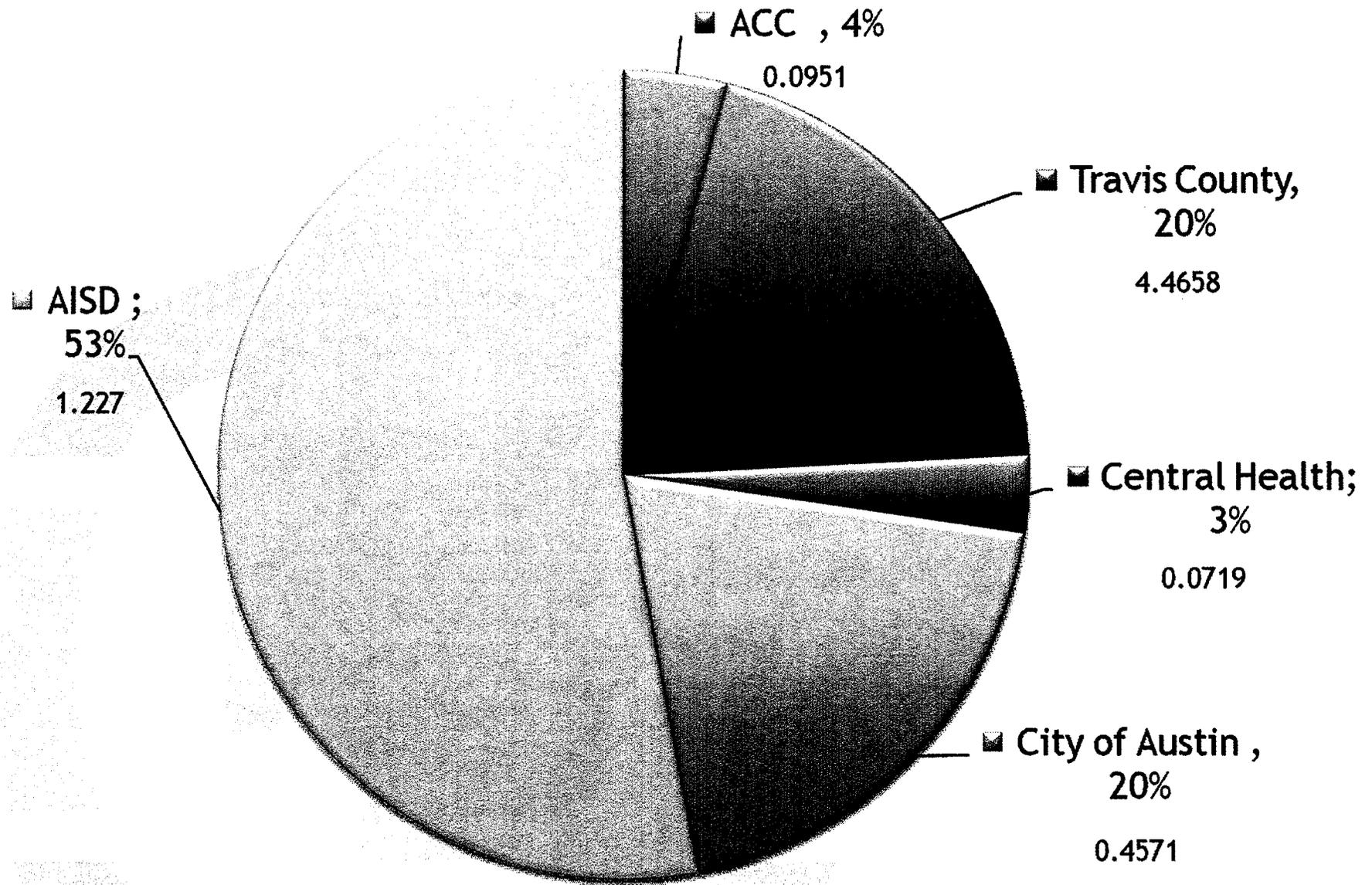


- Reflects additional unduplicated patients receiving primary care services as a result of planned expansions, including North Central, East, South, William Cannon, and Southeast.
- Dental expansions are planned at RBJ and Ben White. Assume all dental patients will be enrolled in primary care.

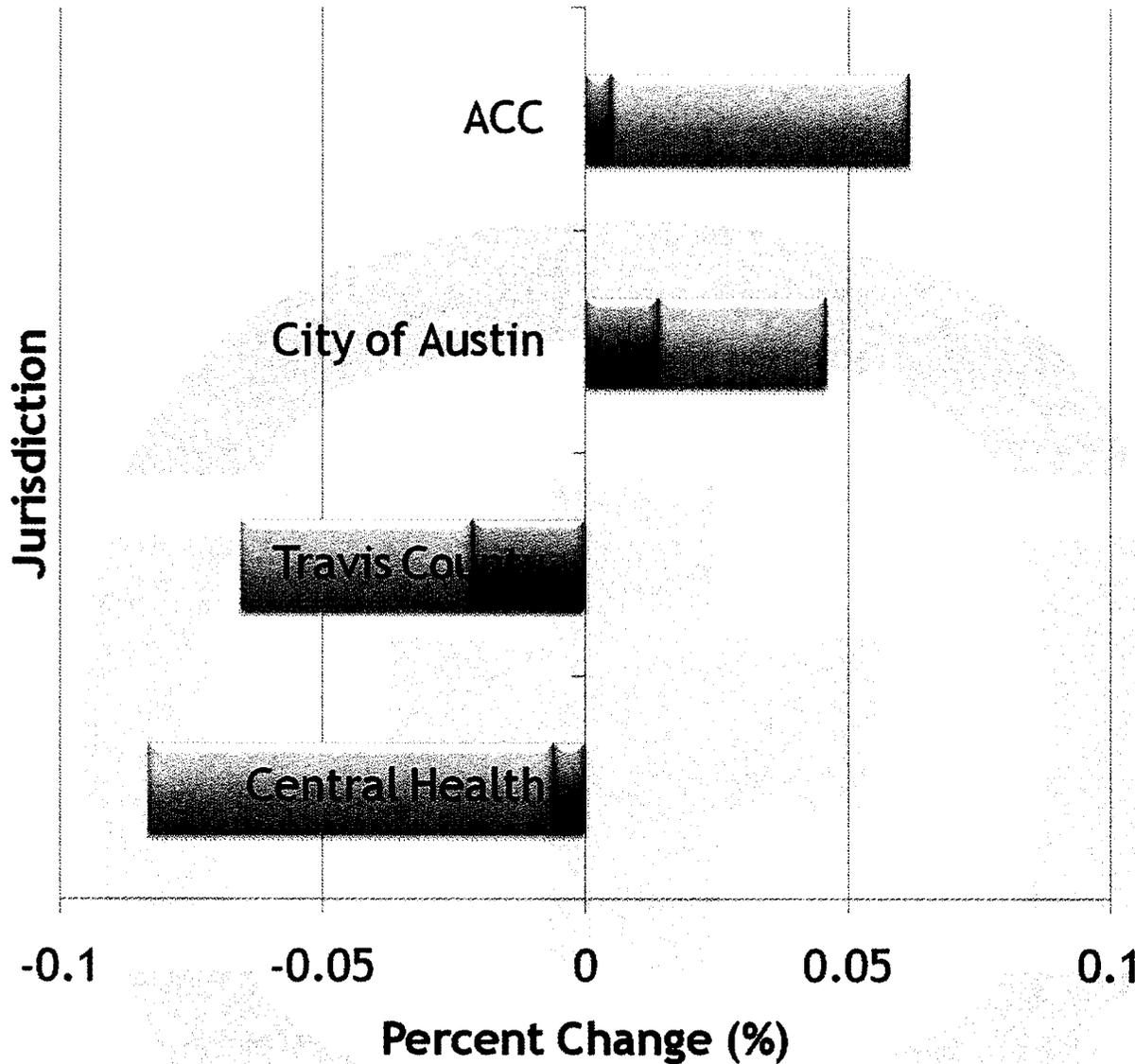
Effect of Draft 2012 Tax Rate

	2011	2012 Draft
Tax Rate	.0719	.0789
Average Homestead Value	\$217,814	\$218,345
Annual Tax Bill	\$156.61	\$172.27
Difference	-	\$15.66

2011 Overlapping Tax Rates by Jurisdiction (Total Rate = 2.3169)



Tax Rate Changes from FY 05 to FY 11 by Jurisdiction (excludes AISD)

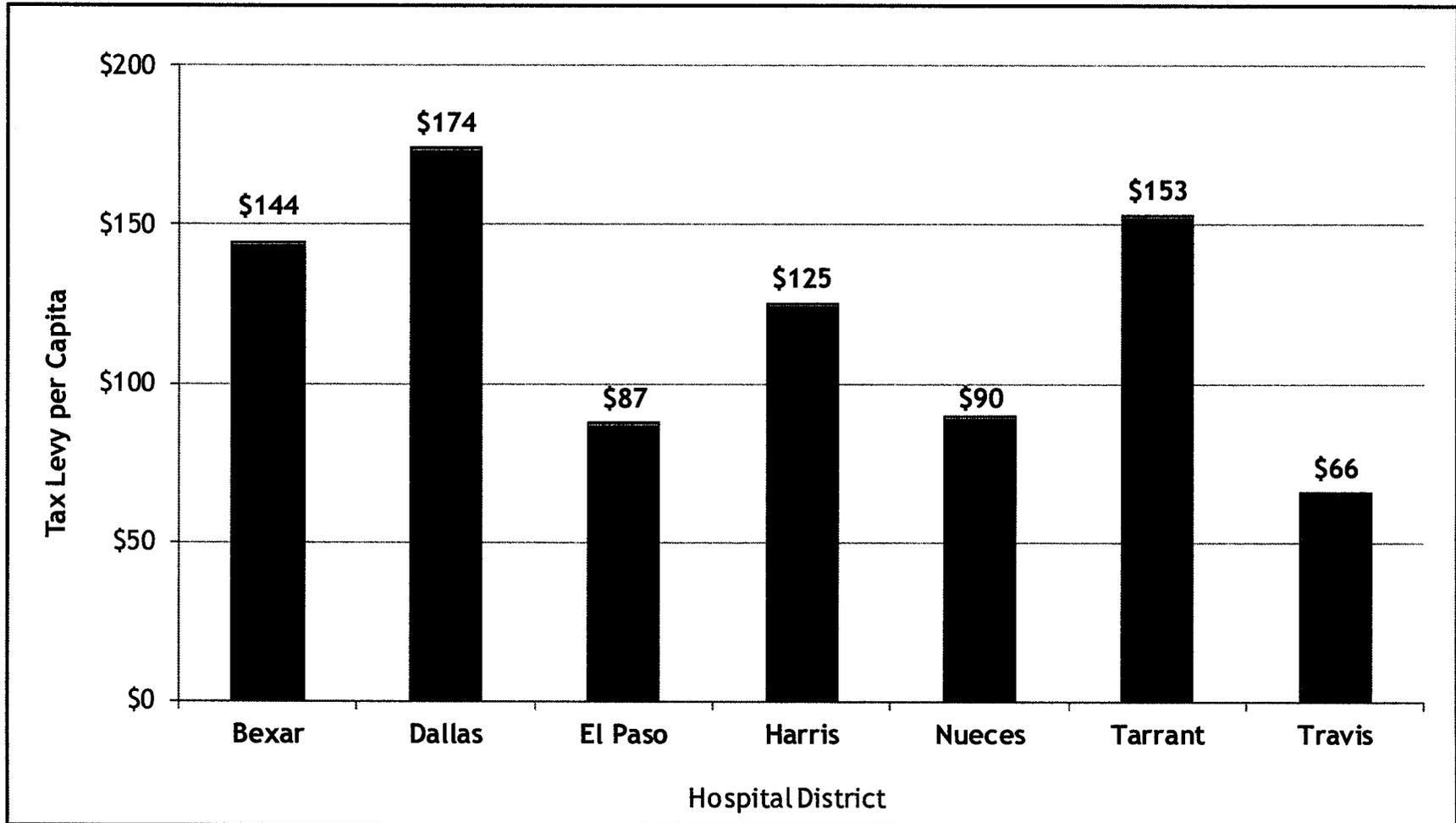


Actual Tax Rates:

Austin Community College	2005 Rate: 0.0900	2011 Rate: 0.0951
City of Austin	2005 Rate: 0.4430	2011 Rate: 0.4571
Travis County	2005 Rate: 0.4872	2011 Rate: 0.4658
Central Health	2005 Rate: 0.0779	2011 Rate: 0.0719

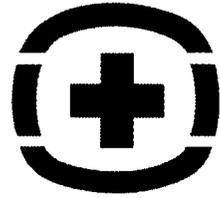
- Actual Increase (decrease) in rate
- Percent (%) increase (decrease)

Hospital District Tax Levy per Capita



Next Steps

September 1, 7	Public Hearings
September 14	Board Adoption (special-called meeting)
September 20	Commissioner's Court Approval, or---
September 27	Commissioner's Court Approval



CENTRAL HEALTH

Learn more about us at:

www.centralhealth.net



CENTRAL HEALTH

**Fiscal Years 2011 and Preliminary 2012
Revenue and Expense Summary Budget**

DESCRIPTION	FY 2011 BUDGET AS AMENDED	FY 2012 DRAFT BUDGET
TAX RATE	0.0719	0.0789
SOURCES OF FUNDS		
Property Tax Revenue	66,431,022	75,073,380
Seton Lease-Base Revenue	1,096,656	1,096,656
Seton Lease-Additional Revenue	28,389,113	27,353,875
Interest Revenue	1,800,000	800,000
Tobacco Litigation Settlement Revenue	1,400,000	1,300,000
UTMB Contract Revenue	58,740	58,740
Contributions from Reserves	17,281,203	12,297,981
Total Sources	116,456,734	117,980,632
USES OF FUNDS		
Healthcare Delivery Expense	109,559,283	110,688,333
Administration Expense	6,095,471	6,410,121
Tax Collection Expense	801,980	882,178
Total Uses	116,456,734	117,980,632
RESERVES		
Capital	6,568,394	-
HMO - Risk-Based Capital	-	22,583,000
Contingency Reserve (formerly Allocated Reserve)	26,045,842	41,974,471
Emergency Reserve (formerly Unallocated Reserve)	56,947,672	35,792,220
Total Reserves	89,561,908	100,349,691
CAPITAL BUDGET		
Land	-	-
Building	-	-
Facility Improvements	12,612,000	850,000
Equipment & Information Systems	910,400	1,000,000
Total Capital	13,522,400	1,850,000



CENTRAL HEALTH

**FY 2011 and Preliminary 2012
Expense Budget Detail**

ACCOUNT	DESCRIPTION	FY 2011 BUDGET AS AMENDED	FY 2012 BUDGET (Draft)
HEALTH CARE DELIVERY			
	Personnel Expenses		
07.01	Salaries - Regular Salaries	2,135,594	1,468,766
07.91	Salaries - Reserve	-	-
20.02	Benefits - FICA Tax-OASDI	126,065	90,447
20.03	Benefits - Hospitalization	184,826	206,532
20.04	Benefits - Life Insurance	3,043	1,834
20.05	Benefits - Retirement Contribution 401a	130,640	83,233
20.05	Benefits - Def Comp 457	21,202	10,357
20.06	Benefits - Worker's Compensation	6,762	6,762
20.07	Benefits - FICA Tax-Medicare	30,966	21,298
20.08	Benefits - Dental	10,143	9,886
20.09	Benefits - LTD/STD	6,390	4,028
20.10	Benefits - Other 2011	1,747	-
20.10	Benefits - Back up Care 2011	1,761	-
20.10	Benefits - Other 2012	-	3,508
25.00	PTO	148,427	138,631
27.10	Benefits-Unemployment	7,325	7,325
20.10	Benefits - Cell Phone Allowance	-	416
	Salaries - Administrator's Car Allowance	-	-
	Benefits - Employee Relocation Expense	-	-
20.10	Salary/Benefits - Backcharges & Vacancy Savings	-	(255,506)
	Subtotal Personnel Expenses	2,814,890	1,797,517
		2.42%	1.52%
	Operating Expenses		
30.01	Supplies - Supplies, Equip & Furniture	63,589	29,740
30.02	Supplies - Software	7,500	2,500
30.03	Supplies-Hardware	21,600	6,600
30.05	Supplies-Minor tools, office furniture	21,034	9,334
	Supplies - Educ/Comm Equip & Supp	-	-
30.16	Supplies - Meetings & Refreshments	1,528	1,000
40.07	Professional Svc - Consulting	690,000	410,000
40.12	Professional Svc - Legal	50,000	50,000
40.99	Professional Svc - Other Professional Services	350,900	123,900
41.02	Communication - Postage/Freight	10,158	20,075
41.06	Cellular Phone	1,440	1,440
42.02	Routine Travel - Auto Mileage-Employees	4,855	4,855
42.06	Contracted Transportation	2,820	2,820
	Routine Travel - Travel, Meals & Lodging	-	-
48.01	Public Utility Svcs - Utilities	4,000	-



CENTRAL HEALTH

**FY 2011 and Preliminary 2012
Expense Budget Detail**

ACCOUNT	DESCRIPTION	FY 2011 BUDGET AS AMENDED		FY 2012 BUDGET (Draft)	
48.04	Water	2,000		-	
48.05	Waste Disposal	1,200		-	
	Gas	-		-	
	OPS-Contracted Employees	-		-	
60.27	Printing/Copying	85,000		85,000	
60.29	Advertising	3,120		50,000	
60.50	Custodial	38,875		-	
60.52	Security	44,000		-	
61.03	Rent - Office Equipment	6,280		6,000	
61.04	Rents & Leases (property)	90,400		-	
64.06	Employee Relations	20,000		-	
65.01	Prof Dev - Subscriptions & Publications	5,060		2,560	
65.02	Prof Dev-Professional Memberships	3,500		1,300	
65.03	Prof Dev-Travel Meals & Lodging	8,108		3,108	
65.04	Prof Dev - Training & Seminars	21,200		9,200	
65.05	Prof Dev-Professional Licenses	1,500		1,000	
84.01	Depreciation	2,500,000		2,800,000	
84.01	Addback for non-financial use	-		(2,800,000)	
85.03	Payments-Certificates of Obligation	157,000		1,456,378	
	Subtotal Operating Expense	4,216,667	3.62%	2,276,810	1.93%
	Healthcare Services				
61.05	Rental equipment(MAP)	3,000	0.00%	3,000	0.00%
62.76	OAC-Transportation(MAP, non emergency & EMS)	381,560	0.33%	396,822	0.34%
62.77	OAC-Other Medical (MAP)	200,000	0.17%	100,000	0.08%
62.78	OAC-Dental Services (MAP)	791,711	0.68%	596,711	0.51%
62.79	OAC-ICC Medicaid(MAP)	164,760	0.14%	164,760	0.14%
62.80	OAC-Childrens Optimal Health	35,000	0.03%	35,000	0.03%
62.81	OAC-Continuity Clinic-Paul Bass	709,647	0.61%	709,647	0.60%
62.81	OAC-Paul Bass Specialty Care	462,000	0.40%	462,000	0.39%
62.82	OAC-Other Primary Care (El Buen)	1,020,000	0.88%	1,020,000	0.86%
62.82	OAC-Other Primary Care (Lone Star Circle of Care)	3,025,160	2.60%	3,029,995	2.57%
62.82	OAC-Other Primary Care (Blackstock)	202,045	0.17%	202,045	0.17%
62.82	OAC-Urgent Care	115,000	0.10%	115,000	0.10%
62.83	Medicaid Payments - Regional UPL	26,900,000	23.10%	24,000,000	20.34%
62.85	Third Party Administrator	1,434,215	1.23%	-	0.00%
62.85	Sendero - medical and claims management	-	0.00%	2,682,300	2.27%
62.85	OAC-Three Share Program	194,180	0.17%	-	0.00%
62.86	OAC-Speciality Care-Vision	117,277	0.10%	117,277	0.10%
62.87	OAC-Seton Brack Pharmacy	171,670	0.15%	171,670	0.15%



CENTRAL HEALTH

**FY 2011 and Preliminary 2012
Expense Budget Detail**

ACCOUNT	DESCRIPTION	FY 2011 BUDGET AS AMENDED		FY 2012 BUDGET (Draft)	
62.89	OAC-Austin Cancer Centers	334,000	0.29%	334,000	0.28%
62.89	OAC-Orthotics	27,000	0.02%	27,000	0.02%
62.90	OAC -CommUnityCare	36,263,878	31.14%	38,393,926	32.54%
62.91	OAC - Seton Hospital	4,140,697	3.56%	4,251,734	3.60%
62.91	OAC - Seton Hospital (High Risk OB Clinic)	(600,000)	-0.52%	(600,000)	-0.51%
62.92	OAC - UTMB	3,900,000	3.35%	3,900,000	3.31%
62.91	Seton Community Centers	250,000	0.21%	-	0.00%
62.93	OAC - People's Comm Clinic	948,295	0.81%	1,048,000	0.89%
62.94	OAC - Women's Services	450,000	0.39%	-	0.00%
62.95	OAC - Other (Project Access)	330,000	0.28%	330,000	0.28%
62.96	OAC - ICC	1,141,275	0.98%	1,141,275	0.97%
62.97	OAC - Pharmacy Program	4,503,160	3.87%	4,391,525	3.72%
62.99	OAC - Seton/Other Mental Health	8,190,319	7.03%	8,190,319	6.94%
62.99	United Way	700,000	0.60%	700,000	0.59%
62.99	Samaritan Health Ministries	100,000	0.09%	-	0.00%
62.99	Recuperative Care Beds	300,000	0.26%	300,000	0.25%
62.99	Volunteer Healthcare Clinic	100,000	0.09%	100,000	0.08%
62.99	HMO Start-up	2,500,000	2.15%	2,300,000	1.95%
98.50	Service Expansion Funds	1,521,877	1.31%	3,000,000	2.54%
98.50	Sendero paid-in capital	1,500,000	1.29%	5,000,000	4.24%
	Subtotal Healthcare Services	102,527,726	88.04%	106,614,006	90.37%
	Total Healthcare Delivery	109,559,283	94.08%	110,688,333	93.82%



CENTRAL HEALTH

**FY 2011 and Preliminary 2012
Expense Budget Detail**

ACCOUNT	DESCRIPTION	FY 2011 BUDGET AS AMENDED	FY 2012 BUDGET (Draft)
ADMINISTRATION			
	Personnel Expenses		
07.01	Salaries - Regular Salaries-Operations	2,273,317	2,650,793
07.91	Salaries - Reserve	250,000	200,000
20.02	Benefits - FICA Tax-OASDI	112,024	144,512
20.03	Benefits - Hospitalization	175,974	294,454
20.04	Benefits - Life Insurance	2,897	3,404
20.05	Benefits - Retirement Contribution 401a	124,615	154,546
20.05	Benefits - Def Comp 457	20,186	26,616
20.06	Benefits - Worker's Compensation	6,438	6,438
20.07	Benefits - FICA Tax-Medicare	30,556	38,359
20.08	Benefits - Dental	9,657	10,020
20.09	Benefits - LTD/STD	6,084	6,249
20.10	Benefits - Other 2011	1,663	-
20.10	Benefits - Back up Care 2011	2,500	-
20.10	Benefits - Other 2012	-	4,163
25.00	PTO	175,411	251,801
27.10	Benefits-Unemployment	6,794	6,795
20.10	Benefits - Cell Phone Allowance	-	6,036
05.20	Salaries - Administrator's Car Allowance	-	5,000
20.10	Benefits - Employee Relocation Expense	-	5,000
20.10	Salary/Benefits - Backcharges & Vacancy Savings	-	(450,858)
	Subtotal Personnel Expenses	3,198,117	3,363,328
		2.75%	2.85%
	Operating Expenses		
05.20	Salaries - Administrator's Car Allowance	5,000	-
30.01	Supplies - Supplies, Equip & Furniture	21,600	21,600
30.02	Supplies - Software	23,245	23,245
30.03	Supplies-Hardware	33,000	33,000
30.05	Supplies-Minor tools, office furniture	3,000	3,000
30.11	General Maintenance	62,355	62,355
30.16	Supplies - Meetings & Refreshments	10,250	10,250
40.05	Professional Svc - Auditing	40,000	55,000
40.06	Professional Svc - Accounting	21,000	21,000
40.07	Professional Svc - Consulting	483,620	483,620
40.08	Professional Svc - Data - IT Support	133,650	133,650
40.09	Bank Fees	6,000	6,000
40.12	Professional Svc - Legal	611,500	611,500
40.99	Professional Svc - Other Professional Services	11,100	6,100
41.02	Communication - Postage/Freight	3,870	3,870



CENTRAL HEALTH

**FY 2011 and Preliminary 2012
Expense Budget Detail**

ACCOUNT	DESCRIPTION	FY 2011 BUDGET AS AMENDED		FY 2012 BUDGET (Draft)	
41.02	Communications - Signs	-		-	
41.06	Cellular Phone	7,744		1,708	
42.02	Routine Travel - Auto Mileage-Employees	5,300		5,300	
42.06	Contracted Transportation	1,200		1,200	
42.07	Routine Travel - Travel, Meals & Lodging	5,000		5,000	
42.09	Business Meetings & Meals	4,000		4,000	
44.01	Insurance - General Insurance Premium	99,526		99,526	
48.01	Public Utility Svcs - Utilities	26,700		32,100	
48.02	Public Utility Svcs - Telephone Lines	1,700		1,700	
48.02	Telephone- long distance	-		-	
48.04	Water	8,400		10,400	
48.05	Waste Disposal	4,400		5,600	
48.06	Gas	5,946		5,946	
60.08	OPS-Contracted Employees	26,000		26,000	
61.02	Rent - Land & Buildings	32,600		32,600	
60.27	Printing	54,500		54,500	
60.29	Advertising (includes \$25,000 public notice)	92,250		92,250	
60.37	OPS-Retirement fees	12,000		12,000	
60.37	OPS-Benefit Services	86,500		86,500	
60.40	OPS - Reimbursed Services - Travis County	88,351		108,351	
60.50	OPS-CAN	25,000		25,000	
60.50	Custodial	85,900		124,775	
60.52	Security	51,670		95,670	
60.53	Records storage	8,965		8,965	
61.03	Rent - Office Equipment	28,000		28,000	
61.04	Rents & Leases (property)	-		94,000	
64.05	Employee Training - Employee Relocation Exp	5,000		-	
64.06	Employee Relations	17,000		42,000	
65.01	Prof Dev - Subscriptions & Publications	12,700		12,700	
65.02	Prof Dev-Professional Memberships	9,323		34,323	
65.03	Prof Dev-Travel Meals & Lodging	19,250		19,250	
65.04	Prof Dev - Training & Seminars	36,064		36,064	
65.05	Prof Dev-Professional Licenses	675		675	
75.21	Misc - Legislative Services	163,200		163,200	
75.22	Misc - Employment Recruiting	3,300		3,300	
98.92	Reserve for property insurance, utilities	400,000		300,000	
	Subtotal Operating Expense	2,897,354	2.49%	3,046,793	2.58%
	Total Administration	6,095,471	5.23%	6,410,121	5.43%



CENTRAL HEALTH

**FY 2011 and Preliminary 2012
Expense Budget Detail**

ACCOUNT	DESCRIPTION	FY 2011 BUDGET AS AMENDED	FY 2012 BUDGET (Draft)
	Tax Collection		
60.03	OPS - Appraisal District Svcs	371,980	409,178
60.04	OPS - Tax Collector	430,000	473,000
	Subtotal Tax Collection Expense	801,980	882,178
	Tobacco Settlement		
72.00	Tobacco Settlement Rcvd-payable to Travis County	268,576	143,000
72.20	Tobacco Settlement Paid to Travis County	(268,576)	(143,000)
72.10	Tobacco Settlement Received-payable to Seton	632,500	338,000
72.30	Tobacco Settlement Paid to Seton	(632,500)	(338,000)
	Subtotal Tobacco Settlement	-	
	Disproportionate Share Program		
71.00	Disproportionate Share/Upper Payment Limit IGT sent	70,786,418	42,423,584
71.20	Disproportionate Share/Upper Payment Limit IGT sent	(70,786,418)	(42,423,584)
71.10	Disproportionate Share Received payable to Seton	17,252,548	10,339,765
71.30	Disproportionate Share Paid - Seton	(17,252,548)	(10,339,765)
	Subtotal Disproportionate Share	-	-
	TOTAL EXPENSE	116,456,734	117,980,632
	Tax Collection Expense	(801,980)	(882,178)
	TOTAL EXPENSE LESS PASS THROUGH & TAX COLLECTION	115,654,754	117,098,454
	RESERVES		
98.60	Capital Reserve	6,568,394	-
98.91	HMO - Risk-Based Capital	-	22,583,000
98.91	Contingency Reserve (formerly Allocated Reserve)	26,300,842	41,974,471
98.98	Emergency Reserve (formerly Unallocated Reserve)	56,947,672	35,792,220
	Total	89,816,908	100,349,691
	CAPITAL BUDGET		
81.12	Land	-	-
81.04	Building	-	-
81.02	Facility Improvements	12,612,000	850,000
80.02	Equipment & Information Systems	910,400	1,000,000
	Total Capital	13,522,400	1,850,000



Travis County Commissioners Court Agenda Request

Meeting Date: August 23, 2011

Prepared By/Phone Number: Beth Devery, 854-6654

Elected/Appointed Official/Dept. Head: Patricia A. Young Brown, Travis County Healthcare District d/b/a Central Health

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE ACTION ON AN ORDER AUTHORIZING THE ISSUANCE AND SALE OF TRAVIS COUNTY HEALTHCARE DISTRICT CERTIFICATES OF OBLIGATION, TAXABLE SERIES 2011 (LIMITED TAX), IN THE AGGREGATE PRINCIPAL AMOUNT OF \$16,000,000; LEVYING A TAX IN PAYMENT THEREOF; APPROVING A PURCHASE CONTRACT; AND ENACTING OTHER PROVISIONS RELATING THERETO.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Please see attached documentation.

STAFF RECOMMENDATIONS:

Please see attached documentation.

ISSUES AND OPPORTUNITIES:

Please see attached documentation.

FISCAL IMPACT AND SOURCE OF FUNDING:

Please see attached documentation.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office	Leroy Nellis
County Attorney	John Hille
County Attorney	Beth Devery
County Auditor	Susan Spataro
County Judge's Office	Cheryl Aker
Commissioners Court	Cheryl Aker

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

Central Health Board of Managers – July 6, 2011 Agenda Item 1

RESOLUTION OF THE BOARD OF MANAGERS OF THE TRAVIS COUNTY HEALTHCARE DISTRICT REQUESTING THAT THE TRAVIS COUNTY COMMISSIONERS COURT AUTHORIZE AND APPROVE THE PUBLICATION OF A NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION, ON BEHALF OF AND FOR THE BENEFIT OF THE DISTRICT, TO FINANCE THE ACQUISITION, CONSTRUCTION AND RENOVATION OF DISTRICT HEALTH CARE FACILITIES; AUTHORIZING THE DISTRICT'S STAFF, BOND COUNSEL, AND FINANCIAL ADVISOR TO COORDINATE CERTAIN MATTERS RELATING TO THE ISSUANCE AND SALE OF THE CERTIFICATES OF OBLIGATION WITH THE NATIONAL RATING AGENCIES AND BOND INSURANCE COMPANIES; AUTHORIZING OTHER REQUIRED PRELIMINARY ACTIONS ON BEHALF OF THE DISTRICT; AND OTHER RELATED ACTIONS

WHEREAS, pursuant to Subchapter C of Chapter 271, Texas Local Government Code, as amended (the "Act"), and Subchapter F, Chapter 281, Texas Health and Safety Code, as amended ("Chapter 281"), Travis County Healthcare District (doing business as "Central Health") (the "District"), is authorized to issue certificates of obligation for the purpose of acquiring, purchasing, constructing, reconstructing, improving, or equipping a building or buildings, purchasing technology equipment and related hardware and software, and the purchase and improvement of the necessary sites therefor, for constructing or improving District buildings, to-wit: (i) the acquisition of land located at 1210 West Braker Lane, Austin, Texas, for District healthcare purposes, (ii) the acquisition of land and buildings located at 2901 Montopolis Drive, Austin, Texas, for District healthcare purposes, (iii) the construction and renovation of District healthcare facilities and (iv) the payment of all professional fees and services related thereto (the "Projects"); and

WHEREAS, in accordance with the provisions of the Act and Chapter 281, the Board of Managers (the "Board") of the District hereby finds and determines that the Projects should be financed with the proceeds derived from the issuance and sale of certificates of obligation to be sold and delivered, in one or more series, from time to time in accordance with the provisions of the Act, Chapter 281 or other applicable law; and

WHEREAS, the Board hereby respectfully requests that the Commissioners Court of Travis County, Texas (the "Court"), adopt an order (the "Authorizing Order") authorizing the publication of a notice of intention to issue certificates of obligation in a principal amount not to exceed \$16,000,000, at the times and in the manner required by the Act; and

WHEREAS, pursuant to the provisions of Chapter 281, the Court, in the name of the District, is authorized to issue certificates of obligation payable from the proceeds of the

District's ad valorem tax levied by the County in payment thereof and such surplus revenues, limited to \$1,000, as may be determined by the District to be pledged to the payment thereof; and

WHEREAS, the District desires to have the Court issue certificates of obligation in the name of the District to provide funds to finance a portion of the Projects; and

WHEREAS, the District considers it in the best interest of the District at this time to request that the Court adopt the Authorizing Order authorizing publication of a notice of intent to issue certificates of obligation; now, therefore,

BE IT RESOLVED BY THE BOARD OF MANAGERS OF THE TRAVIS COUNTY HEALTHCARE DISTRICT:

SECTION 1: The Board hereby respectfully requests that the Court adopt an Authorizing Order at the earliest practical date authorizing the publication of the notice of intent to issue one or more series of certificates of obligation by and on behalf of the District designated as "Travis County Healthcare District Combination Tax and Revenue Certificates of Obligation, Series 2011" (the "Certificates") for the purposes and payable from the sources hereinabove stated.

SECTION 2: The District's staff, financial advisor and bond counsel are hereby authorized and directed to coordinate with the national rating services and bond insurance companies and to otherwise coordinate all activities and actions required to be done pertaining to the offering, issuance and sale of the Certificates necessary in order to obtain the best available terms for the Certificates.

SECTION 3: The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the determinations and findings of the Board.

SECTION 4: All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 5: This Resolution shall be construed and enforced in accordance with the laws of the State of Texas.

SECTION 6: If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Board hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 7: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 8: This Resolution shall be in force and effect from and after the date of its adoption, and it is so resolved.

PASSED AND APPROVED this 6th day of July, 2011.

TRAVIS COUNTY HEALTHCARE DISTRICT


Chairman, Board of Managers

ATTEST:


Secretary, Board of Managers

(DISTRICT SEAL)



RESOLUTION OF THE BOARD OF MANAGERS OF TRAVIS COUNTY HEALTHCARE DISTRICT APPROVING A PRELIMINARY OFFICIAL STATEMENT RELATING TO THE OFFERING AND SALE OF THE DISTRICT'S CERTIFICATES OF OBLIGATION, SERIES 2011; REQUESTING THAT THE TRAVIS COUNTY COMMISSIONERS COURT AUTHORIZE THE ISSUANCE OF THE DISTRICT'S CERTIFICATES OF OBLIGATION, SERIES 2011 FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION, RENOVATION AND EQUIPPING OF THE DISTRICT'S HEALTH CARE FACILITIES; APPROVING THE PRELIMINARY FORM OF A BOND ORDER TO BE ADOPTED BY THE TRAVIS COUNTY COMMISSIONERS COURT; SELECTING A PAYING AGENT/REGISTRAR FOR THE CERTIFICATES; AND OTHER RELATED ACTIONS

WHEREAS, pursuant to Subchapter C of Chapter 271, Texas Local Government Code, as amended (the "Act"), and Subchapter F, Chapter 281, Texas Health and Safety Code, as amended ("Chapter 281"), Travis County Healthcare District (doing business as "Central Health") (the "District"), is authorized to issue certificates of obligation for the purpose of acquiring, purchasing, constructing, reconstructing, improving, or equipping a building or buildings, purchasing technology equipment and related hardware and software, and the purchase and improvement of the necessary sites therefor, for constructing or improving District buildings, to-wit: (i) the acquisition of land located at 1210 West Braker Lane, Austin, Texas, for District healthcare purposes, (ii) the acquisition of land and buildings located at 2901 Montopolis Drive, Austin, Texas, for District healthcare purposes, (iii) the construction, renovation and equipping of District healthcare facilities and (iv) the payment of all professional fees and services related thereto (the "Projects"); and

WHEREAS, in accordance with the provisions of the Act and Chapter 281, the Board of Managers (the "Board") of the District hereby finds and determines that the Projects should be financed with the proceeds derived from the issuance and sale of certificates of obligation to be sold and delivered, in one or more series, from time to time in accordance with the provisions of the Act, Chapter 281 or other applicable law; and

WHEREAS, pursuant to the request of the Board, the Commissioners Court of Travis County, Texas (the "Court"), authorized the publication of a notice of intention to issue certificates of obligation in a principal amount not to exceed \$16,000,000, at the times and in the manner required by the Act and such notice has been published in accordance with the Act; and

WHEREAS, pursuant to the provisions of Chapter 281, the Court, in the name and on behalf of the District, is authorized to issue certificates of obligation payable from the proceeds of the District's ad valorem tax levied by Travis County, Texas (the "County") in payment thereof, and such surplus revenues, limited to \$1,000, of the District's revenues received in connection with the operation of the District's healthcare facilities, to be pledged to the payment thereof; and

WHEREAS, the District desires to have the County authorize the issuance of certificates of obligation in the name and on behalf of the District to provide funds to finance the costs of the Projects; and

WHEREAS, the Board has found and determined that it is in the best interest of the District at this time to request that the Court adopt an order authorizing the issuance of the District's certificates of obligation for the purposes and in the amount hereinbefore described; and

WHEREAS, the Board has determined to approve a preliminary official statement prepared in connection with the offering and sale of the certificates of obligation in accordance with the requirements of Securities and Exchange Commission Rule 15c2-12 (the "Rule"); and

WHEREAS, the Board desires to authorize certain officers of the Board and the District to review, approve and execute any document or certificate necessary or desirable to allow the District to comply with any requirements relating to the issuance of the certificates of obligation, to comply with the requirements of the Rule, and to facilitate the offering, sale and issuance of the certificates of obligation in accordance with the terms of the Act and Chapter 281; now, therefore,

BE IT RESOLVED BY THE BOARD OF MANAGERS OF THE TRAVIS COUNTY HEALTHCARE DISTRICT:

SECTION 1: The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the determinations and findings of the Board.

SECTION 2: The Board hereby respectfully requests that the Court authorize the issuance of a series of certificates of obligation to be designated "Travis County Healthcare District Certificates of Obligation, Taxable Series 2011 (Limited Tax)" (the "Certificates"), in the amount of not to exceed \$16,000,000, for the purpose of financing the costs of the Projects, pursuant to an order (the "Order") to be adopted by the Court, in the substantially final form presented herewith except with respect to the pricing of the Certificates, the terms and provisions of such Order being hereby approved and authorized. The final terms and provisions of the Certificates shall be approved by the Board following pricing of the Certificates and prior to approval of the final Order by the Court.

SECTION 3: First Southwest Company is hereby designated to be the underwriter (the "Underwriter") of the Certificates. The Certificates shall be sold to the Underwriter pursuant to the terms and provisions of a bond purchase contract between the Underwriter and the County and to be approved and accepted by the Board prior to its approval and acceptance by the Court.

SECTION 4: The preliminary official statement (the "Preliminary Official Statement") prepared in connection with the offering and sale of the Certificates, having been previously provided to members of the Board for review, is hereby authorized and approved in the substantially final form presented herewith, with such amendments, supplements, additions and variations as may be necessary for the purposes for which it has been prepared. The Preliminary Official Statement is hereby "deemed final" for purposes of complying with requirements of the

Rule. The use and distribution of the Preliminary Official Statement by the Underwriter in the offering and sale of the Certificates is hereby authorized and approved.

SECTION 5. The District hereby recognizes its obligations as an "obligated person," within the meaning of the Rule, with respect to the Certificates, to provide certain financial and operating data relating to the District of the type to be included in the official statement. The District hereby agrees, for so long as the District is an "obligated person" under the Rule, to provide such financial and operating data, and to make such further filings with respect to certain material events described in the Rule, to the Municipal Rules Making Board in accordance with the requirements of the Rule as set forth in Article XII of the Order. The terms and provisions of Article XII of the Order are hereby incorporated by reference for all purposes as if set forth in full in this Resolution. This undertaking is made solely for the benefit of the owners and beneficial owners of the Certificates.

SECTION 6: Regions Bank, an Alabama state banking association, Houston, Texas, is hereby selected and designated as paying agent/registrar for the Certificates. The substantially final form, terms and provisions of the Paying Agent/Registrar Agreement presented herewith is hereby approved and the Chief Financial Officer of the District is hereby authorized and directed to execute and deliver such Agreement following the pricing of the Certificates and the approval of the Order by the Court.

SECTION 7: The Chief Financial Officer of the District is hereby authorized and directed to execute, on behalf of the District, a Blanket Letter of Representations to The Depository Trust Company with respect to the Certificates.

SECTION 8: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 9: This Resolution shall be in force and effect from and after the date of its adoption, and it is so resolved.

PASSED AND APPROVED THIS 3RD DAY OF AUGUST, 2011.

BOARD OF MANAGERS
TRAVIS COUNTY HEALTHCARE DISTRICT

PASSED AND APPROVED this 3rd day of August, 2011.

TRAVIS COUNTY HEALTHCARE DISTRICT


Chairman, Board of Managers

ATTEST:

Secretary, Board of Managers

(DISTRICT SEAL)

HEALTH AND HUMAN SERVICES DEPT. ITEMS

9.

CONSIDER AND TAKE APPROPRIATE ACTION ON A REQUEST BY CENTRAL HEALTH PURSUANT TO SECTION 281.106 OF THE HEALTH AND SAFETY CODE FOR APPROVAL TO ISSUE CERTIFICATES OF OBLIGATION IN ACCORDANCE WITH SUBCHAPTER C, CHAPTER 271, LOCAL GOVERNMENT CODE, FOR DISTRICT PURPOSES. (10:37 AM)

Members of the Court heard from: John Stevens, Chief Financial Officer (CFO), Central Health.

Motion by Judge Biscoe **and seconded by** Commissioner Eckhardt to approve Item 9.

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	absent

10. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM THE TRAVIS COUNTY HEALTHCARE DISTRICT D/B/A CENTRAL HEALTH FOR SUPPORT IN THE DISTRICT'S PARTICIPATION IN THE INTERGOVERNMENTAL TRANSFER FOR DRAWING DOWN FEDERAL FUNDS IN THE UPPER PAYMENT LIMIT AND DISPROPORTIONATE SHARE PROGRAM. (10:43 AM)

Members of the Court heard from: John Stevens, CFO, Central Health; Trish Young, President and Chief Executive Officer, Central Health; Ronnie Gjemre, Travis County Resident; and David Escamilla, Travis County Attorney.

Motion by Judge Biscoe **and seconded by** Commissioner Huber to approve the request in Item 10.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

MOTION: Authorize Staff to continue to negotiate with AustinSuites Management, LTD., and bring an acceptable lease agreement before the Commissioners Court for consideration.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Karen L. Huber, Commissioner

AYES: Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez

ABSENT: Ron Davis

18. Receive briefing from the County Attorney and take appropriate action concerning submission by Travis County of an amicus curiae brief to the Texas Supreme Court in the eminent domain case of Reid Road Municipal Utility District No. 2 v. Speedy Stop Food Stores, Ltd. ¹

Judge Biscoe announced that Item 18 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Authorize the Travis County Attorney's Office to file an appropriate Amicus Curiae brief setting forth the position of Travis County in this matter.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Sarah Eckhardt, Commissioner

AYES: Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez

ABSENT: Ron Davis

19. Consider and take appropriate action on approval of transaction by Central Health involving real estate in east Austin. ^{1 and 2}

Judge Biscoe announced that Item 19 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Members of the Court heard from:
Bruce Bower, Travis County Resident

MOTION: Approve the following:

- o Central Health taking the steps necessary to purchase a tract of land in southeast Travis County in the amount of \$8M, including acceptance of an assignment for purchase, and;
- o Budget amendment to transfer \$10M from Allocated Reserves to the Central Health budget to be reimbursed by Certificates of Obligation issued Summer 2011, for the purchase of a tract of land in southeast Travis County. This is to include \$8M for the purchase of the land and \$2M to cover related expenses.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Margaret J. Gómez, Commissioner

AYES: Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez

ABSENT: Ron Davis

Consent Items

MOTION: Approve the following Consent Items: C1-C5 and Agenda Items 5, 6, 7, 8, 10, 11, 12, 14.a-c, and 16.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Margaret J. Gómez, Commissioner

Christy Moffett, Social Services Manager, Travis County Health and Human Services (TCHHS)
Dan Mansour, Senior Risk and Benefits Manager, Human Resources Management Department
(HRMD)
Dr. John K. Kim, Travis County Resident

Special Items

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

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

Proclamations and Resolutions

3. Consider and take appropriate action on a Proclamation recognizing the week of July 17 through 23, 2011 as "Probation, Parole and Community Supervision Week."

Members of the Court heard from:

Kimberly Pierce, Planning Manager, Criminal Justice Planning (CJP)
Dr. Geraldine Nagy, Community Supervision and Corrections Director, Adult Probation
Darryl Beatty, Chief Deputy, Juvenile Probation

MOTION: Approve the Proclamation in Item 3.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Margaret J. Gómez
ABSENT: Karen L. Huber

Health and Human Services Dept. Items

4. Receive and discuss the Travis County Healthcare District D/B/A Central Health draft budget overview for Fiscal Year 2012.

Members of the Court heard from:

Trish Young, President and Chief Executive Officer, Central Health
John Stevens, Chief Financial Officer, Central Health
Larry Wallace, Chief Services Delivery Officer, Central Health

RESULT: **DISCUSSED**

5. Consider and take appropriate action on adoption of an order authorizing publication of notice of intent to issue certificates of obligation on behalf of the Travis County Healthcare District D/B/A Central Health.

Members of the Court heard from:

John Stevens, Chief Financial Officer, Central Health

MOTION: Approve Item 5.
RESULT: **APPROVED [3 TO 0]**
MOVER: Sarah Eckhardt, Commissioner
SECONDER: Margaret J. Gómez, Commissioner

AYES: Samuel T. Biscoe, Sarah Eckhardt, Margaret J. Gómez
ABSTAIN: Ron Davis
ABSENT: Karen L. Huber

Planning and Budget Dept. Items

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

RESULT: ADDED TO CONSENT

7. Review and approve request from the Criminal Courts to amend the contract with the Office of the Governor, Criminal Justice Division, to include program income as part of the grant budget for the Drug Diversion Court Program.

RESULT: ADDED TO CONSENT

Administrative Operations Items

8. 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 \$825,263.12 for the period of July 1 to July 7, 2011.

RESULT: ADDED TO CONSENT

9. Consider and take appropriate action on proposed routine personnel amendments.

RESULT: ADDED TO CONSENT

10. Consider and take appropriate action regarding a cafeteria at 700 Lavaca.

RESULT: POSTPONED **Reset for: 7/26/2011**

Justice and Public Safety Items

11. Consider and take appropriate action regarding memorandum of agreement between Travis County and Texas Military Forces to allow a secure landing zone at Camp Mabry for STAR Flight aircraft during rescue operations.

RESULT: ADDED TO CONSENT

12. Consider and take appropriate action regarding revisions of Chapters 55 and 56 of the Travis County Code relating to the Travis County Medical Examiner's Office.

RESULT: ADDED TO CONSENT

Purchasing Office Items

13. Approve contract award for mechanical, electrical, plumbing (MEP) engineering services, Travis County Jail domestic hot water upgrades, PS110200JT, to Half Associates.

RESULT: ADDED TO CONSENT

AN ORDER OF THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, APPROVING AND AUTHORIZING PUBLICATION OF A NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION FOR THE BENEFIT OF THE TRAVIS COUNTY HEALTHCARE DISTRICT; AND RESOLVING OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the Board of Managers (the "Board") of Travis County Healthcare District (doing business as "Central Health") (the "District"), has requested that the Commissioners Court (the "Court") of Travis County, Texas (the "County"), take such action as is necessary to permit and authorize the issuance by and on behalf of the District of a series of certificates of obligation (the "Certificates") for the purpose of paying certain costs of healthcare facilities for the District; and

WHEREAS, the Court has determined that it is advisable and necessary to issue and sell one or more series of certificates of obligation (the "Certificates"), on behalf of and for the benefit of the District, pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Local Government Code, Section 271.041 through Section 271.065 (the "Act"), and Subchapter F, Chapter 281, Texas Health and Safety Code, as amended ("Chapter 281"), in an amount not to exceed \$16,000,000, for the purpose of paying contractual obligations of the District to be incurred for the purpose of making permanent public improvements and for other public purposes, to-wit: (i) the acquisition of land located at 1210 West Braker Lane, Austin, Texas, for District healthcare purposes, (ii) the acquisition of land and buildings located at 2901 Montopolis Drive, Austin, Texas, for District healthcare purposes, (iii) the construction, renovation and equipping of District healthcare facilities and (iv) the payment of all professional fees and services related thereto (collectively, the "Projects"); and

WHEREAS, the Certificates will be payable from the collection of the District's annual ad valorem tax, levied, within the limits prescribed by law, upon all taxable property within the District, and from a lien on and pledge of certain surplus revenues derived from the operation of the District's healthcare facilities, such lien and pledge being limited to \$1,000; and

WHEREAS, prior to the authorization of the Certificates, the Act requires publication of a notice of intent to issue the Certificates in a newspaper of general circulation in the District, at the times, in the manner and containing such information as required by the Act; and

WHEREAS, the Court desires to authorize and approve the publication of a notice of intent, in accordance with the requirements of the Act, in the substantially final form attached to this Order as Exhibit A (the "Notice"); and

WHEREAS, the Court hereby finds and determines that the actions herein authorized and approved are in the best interests of the citizens of the District; now, therefore

BE IT ORDERED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, THAT:

SECTION 1: The form of the Notice, in the substantially final form attached hereto as Exhibit A, with such changes as may be approved by bond counsel to the District, is hereby authorized and approved and incorporated herein by reference for all purposes. The County Clerk of the County is hereby authorized and directed to cause the Notice to be published in a newspaper of general circulation with the District. The County Clerk shall cause the Notice to be published once a week for two consecutive weeks, the date of the first publication to be at least thirty (30) days prior to the date stated therein for passage of the order authorizing the issuance of the Certificates.

SECTION 2: The findings and determinations contained in the recitals hereof are incorporated are hereby confirmed and are incorporated herein by reference for all purposes.

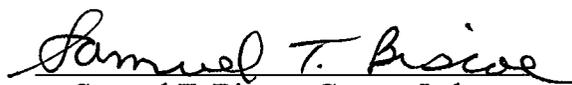
SECTION 3: All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters resolved herein.

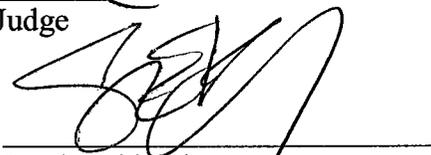
SECTION 4: It is officially found, determined, and declared that the meeting at which this Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 5: This Order shall be in force and effect from and after its final passage, and it is so ordered.

PASSED AND ADOPTED on the 19th day of July, 2011.

COMMISSIONERS COURT
TRAVIS COUNTY, TEXAS


Samuel T. Biscoe, County Judge


Sarah Eckhardt
Commissioner, Precinct 2

abstain

Ron Davis
Commissioner, Precinct 1

absent

Karen Huber
Commissioner, Precinct 3

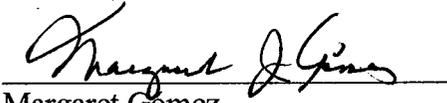

Margaret Gomez
Commissioner, Precinct 4

EXHIBIT A
NOTICE OF INTENTION TO ISSUE
TRAVIS COUNTY HEALTHCARE DISTRICT
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the Commissioners Court (the "Court") of Travis County, Texas (the "County"), shall convene at 9:00 o'clock A.M. on August 23, 2011, at its regular meeting place in the Commissioners Court Room on the first floor, 314 West Eleventh Street, Austin, Texas, at which time the Court will consider the passage of one or more orders authorizing the issuance of one or more series of certificates of obligation (the "Certificates") on behalf of and for the benefit of Travis County Healthcare District (doing business as "Central Health") (the "District"), in an amount not to exceed \$16,000,000, for the purpose of paying contractual obligations of the District to be incurred for making permanent public improvements and for other public purposes, to-wit: (i) the acquisition of land located at 1210 West Braker Lane, Austin, Texas, for District healthcare purposes, (ii) the acquisition of land and buildings located at 2901 Montopolis Drive, Austin, Texas, for District healthcare purposes, (iii) the construction, renovation and equipping of District healthcare facilities, and (iv) the payment of all professional fees and services related thereto (collectively, the "Projects"). The Certificates will be payable from the collection of an annual ad valorem tax levied, within the limits prescribed by law, upon all taxable property within the District and from a lien on and pledge of surplus revenues derived from the operation of the District's healthcare facilities, such pledge being limited to \$1,000. The Certificates are to be issued, and this notice is given, under and pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Local Government Code Section 271.041 through Section 271.065 and Chapter 281, as amended, Texas Health and Safety Code.

/s/ Dana Debeauvoir _____
County Clerk, Travis County, Texas

**AN ORDER OF THE
TRAVIS COUNTY COMMISSIONERS COURT**

authorizing

**TRAVIS COUNTY HEALTHCARE DISTRICT
CERTIFICATES OF OBLIGATION
TAXABLE SERIES 2011 (LIMITED TAX)**

Adopted: August __, 2011

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EXHIBIT A – Description of Annual Disclosure of Financial Information A-1

AN ORDER AUTHORIZING THE ISSUANCE AND SALE OF TRAVIS COUNTY HEALTHCARE DISTRICT CERTIFICATES OF OBLIGATION, TAXABLE SERIES 2011 (LIMITED TAX), IN THE AGGREGATE PRINCIPAL AMOUNT OF \$ _____; LEVYING A TAX IN PAYMENT THEREOF; APPROVING A PURCHASE CONTRACT; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, pursuant to Subchapter C of Chapter 271, Texas Local Government Code, as amended (the "Act"), and Chapter 281.106, Texas Health and Safety Code, as amended, the Board of Managers (the "Board") of Travis County Healthcare District (the "District") is authorized to issue certificates of obligation for the purpose of paying contractual obligations to be incurred for the construction of public works; and

WHEREAS, pursuant to the provisions of Chapter 281, Texas Health and Safety Code, as amended ("Chapter 281"), the Commissioners Court (the "Commissioners Court") of Travis County, Texas (the "County"), is the appropriate entity to issue, in the name and on behalf of the District, such certificates of obligation; and

WHEREAS, the Board has requested that the Commissioners Court authorize the issuance in the name of and on behalf of the District of a series of certificates of obligation for the purpose of paying contractual obligations of the District to be incurred for the purpose of making permanent public improvements and for other public purposes, to-wit: (i) the acquisition of land located at 1210 West Braker Lane, Austin, Texas, for District healthcare purposes, (ii) the acquisition of land and buildings located at 2901 Montopolis Drive, Austin, Texas, for District healthcare purposes, (iii) the construction, renovation and equipping of District healthcare facilities and (iv) the payment of all professional fees and services related thereto (collectively, the "Projects"); and

WHEREAS, the certificates of obligation will be payable from the collection of the District's annual ad valorem tax, levied, within the limits prescribed by law, upon all taxable property within the District, and from a lien on and pledge of certain surplus revenues derived from the operation of the District's healthcare facilities, such lien and pledge being limited to \$1,000; and

WHEREAS, the Commissioners Court has found and determined that it is necessary and in the best interests of the District that it issue the certificates of obligation authorized by this Order; and

WHEREAS, pursuant to an order heretofore passed by this governing body, notice of the intention to issue certificates of obligation of the District for the purposes and payable as provided in this Order was published in a newspaper of general circulation in the District in accordance with the Act; and

WHEREAS, no petition of any kind has been filed with any official of the District or the County protesting the issuance of such certificates of obligation; and

WHEREAS, the County is now authorized and empowered to proceed with the issuance of such certificates of obligation and to sell the same for cash; and

WHEREAS, the meeting at which this Order is considered is open to the public as required by law, and public notice of the time, place, and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; NOW, THEREFORE,

BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS:

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01 Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Order, the following terms shall have the meanings specified below:

“Board” means the Board of Managers of the District.

“Business Day” means any day which is not a Saturday, Sunday or legal holiday, or day on which banking institutions in the Cities of Austin or Houston, Texas, are authorized by law or executive order to close.

“Certificate” means any of the Certificates.

“Certificate Date” means the date designated as the initial date of the Certificates by Section 3.02(a) of this Order.

“Certificates” means the certificates of obligation authorized to be issued by Section 3.01 of this Order and designated as “Travis County Healthcare District Certificates of Obligation, Taxable Series 2011 (Limited Tax).”

“Closing Date” means the date of the initial delivery of and payment for the Certificates.

“Commissioners Court” means the Commissioners Court of Travis County, Texas, together with any successor to the duties and functions thereof.

“County” means Travis County, Texas.

“District” means Travis County Healthcare District.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Event of Default” means any event of default as defined in Section 11.01 of this Order.

“Fiscal Year” means such fiscal year as shall from time to time be set by the District.

“Initial Certificate” means the Initial Certificate authorized by Section 3.04 of this Order.

“Interest and Sinking Fund” means the interest and sinking fund established by Section 2.02 of this Order.

“Interest Payment Date” means the date or dates on which interest on the Certificates is scheduled to be paid until their respective dates of maturity, such dates being September 1 and March 1 of each year, commencing March 1, 2012.

“MSRB” means the Municipal Securities Rulemaking Board.

“Owner” means the person who is the registered owner of a Certificate or Certificates, as shown in the Register.

“Paying Agent/Registrar” means initially Regions Bank, Houston, Texas, or any successor thereto as provided in this Order.

“Paying Agent/Registrar Agreement” means the Paying Agent/Registrar Agreement between the Paying Agent/Registrar and the District pertaining to the Certificates.

“Projects” means the purposes for which the Certificates are issued as set forth in Section 3.01.

“Purchase Contract” means the purchase contract between the County and the Underwriter pertaining to the sale of the Certificates.

“Record Date” means the fifteenth day of the month next preceding an Interest Payment Date.

“Register” means the Register specified in Section 3.06(a) of this Order.

“Representations Letter” means the Blanket Letter of Representations between the District and DTC.

“Representative” means the entity designated as the representative of the Underwriters in the Purchase Contract.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“Special Payment Date” means the Special Payment Date prescribed by Section 3.03(b) of this Order.

“Special Record Date” means the Special Record Date prescribed by Section 3.03(b) of this Order.

“Surplus Revenues” means certain surplus revenues derived from the operation of the District’s healthcare facilities, in an amount not to exceed \$1,000, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements with respect to any of the District’s revenue and other obligations, now outstanding or hereafter issued, that are payable from all or any part of such revenues.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of principal of or interest on the Certificates as the same come due and payable.

“Underwriter” means First Southwest Company.

Section 1.02 Findings.

The declarations, determinations, and findings declared, made, and found in the preamble to this Order are hereby adopted, restated, and made a part of the operative provisions hereof.

Section 1.03 Table of Contents, Titles, and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Order or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04 Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

ARTICLE II

SECURITY FOR THE CERTIFICATES; INTEREST AND SINKING FUND

Section 2.01 Tax Levy.

(a) Pursuant to the authority granted by the Texas Constitution and the laws of the State of Texas, there shall be levied and there is hereby levied, on behalf of the District, for the current year and for each succeeding year thereafter while any of the Certificates or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the District, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Certificates, being (i) the interest on the Certificates, and (ii) a sinking fund for their redemption at maturity or a sinking fund of two percent (2%) per annum (whichever amount is the greater), when due and payable, full allowance being made for

delinquencies and costs of collection. The Commissioners Court hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the debt service requirements of the Certificates, it having been determined that the existing and available taxing authority of the District for such purpose is adequate to permit a legally sufficient tax in payment thereof.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the District most recently approved in accordance with law, and the money thus collected shall be deposited as collected to the Interest and Sinking Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Certificates when and as due and payable in accordance with their terms and this Order.

(d) The County, on behalf of the District, hereby covenants and agrees that the Surplus Revenues are hereby irrevocably pledged equally and ratably to the payment of the principal of and interest on the Certificates, as the same become due to the extent the taxes mentioned above shall ever be insufficient or unavailable for such purpose. The County, on behalf of the District, reserves the right to issue bonds or other obligations for any lawful purpose at any time, in one or more installments that are payable, in whole or in part, from the revenues of the District. In which event, the payment of debt service, reserve and other requirements with respect to such revenue bonds and other obligations shall be deducted from revenues in determining Surplus Revenues.

(e) If the liens and provisions of this Order shall be released in a manner permitted by Article XI hereof, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit.

Section 2.02 Interest and Sinking Fund.

(a) There is hereby established a special fund to be designated the "Travis County Healthcare District Certificates of Obligation, Taxable Series 2011 (Limited Tax) Interest and Sinking Fund" (the "Interest and Sinking Fund"), said fund to be maintained at an official depository bank of the District separate and apart from all other funds and accounts of the District.

(b) Money on deposit in or required by this Order to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on and principal of the Certificates when and as due and payable in accordance with their terms and this Order.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS
REGARDING THE CERTIFICATESSection 3.01 Authorization.

Certificates of obligation to be designated "Travis County Healthcare District Certificates of Obligation, Taxable Series 2011 (Limited Tax)" (the "Certificates"), are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, specifically §§271.041-.063, Local Government Code, V.T.C.A., as amended, and Chapter 281, Texas Health and Safety Code, as amended. The Certificates shall be issued in the aggregate principal amount of \$_____ for the purpose of evidencing indebtedness to pay a portion of the costs of (i) the acquisition of land located at 1210 West Braker Lane, Austin, Texas, for District healthcare purposes, (ii) the acquisition of land and buildings located at 2901 Montopolis Drive, Austin, Texas, for District healthcare purposes, (iii) the construction, renovation and equipping of District healthcare facilities and (iv) the payment of all professional fees and services related thereto (collectively, the "Projects"), and to pay the costs of issuing the Certificates.

Section 3.02 Date, Denomination, Maturities, and Interest.

(a) The Certificates shall be dated August 15, 2011. The Certificates shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof and shall be numbered separately from one upward, except the Initial Certificate, which shall be numbered T-1.

(b) The Certificates shall mature on March 1 in the years and in the principal amounts set forth in the following schedule:

<u>Years</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Years</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2012	\$	%	2020		
2013			2021		
2014			2022		
2015			2023		
2016			2024		
2017			2025		
2018			2026		
2019					

(c) Interest shall accrue and be paid on each Certificate respectively until its maturity from the later of the Certificate Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable on each Interest

Payment Date. Interest on the Certificates shall be calculated on the basis of a 360-day year of twelve 30-day months.

Section 3.03 Medium, Method, and Place of Payment.

(a) The principal of and interest on the Certificates shall be paid in lawful money of the United States of America.

(b) Interest on the Certificates shall be payable to the Owners as shown in the Register at the close of business on the Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be at least 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Certificate appearing in the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) Interest shall be paid by check, dated as of and mailed on the Interest Payment Date, and sent United States mail, first class, postage prepaid, by the Paying Agent/Registrar to each Owner, at the address thereof as it appears in the Register, or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, that the Owner shall bear all risk and expense of such other banking arrangement. At the option of an Owner of at least \$1,000,000 principal amount of the Certificates, interest may be paid by wire transfer to the bank account of such Owner on file with the Paying Agent/Registrar.

(d) The principal of each Certificate shall be paid to the Owner thereof on the maturity date thereof upon presentation and surrender of such Certificate at the office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Certificates is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

(f) Unclaimed Payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owners of the Certificates to which such Unclaimed Payments pertain. Subject to Title 6 of the Texas Property Code, any Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment date shall be applied to the next payment or payments on the Certificates thereafter coming due and, to the extent any such money remains three years after the retirement of all outstanding Certificates, such money shall be paid to the District to be used for any lawful purpose. Thereafter, none of the County, the District, the

Paying Agent/Registrar or any other person shall be liable or responsible to any Owners of such Certificates for any further payment of such unclaimed moneys or on account of any such Certificates, subject to Title 6 of the Texas Property Code.

Section 3.04 Execution and Registration of Certificates.

(a) The Certificates shall be executed by the County Judge, countersigned by the County Clerk by their manual or facsimile signatures, and the official seal of the Commissioners Court shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the Commissioners Court had been manually impressed upon each of the Certificates.

(b) In the event that any officer of the County whose manual or facsimile signature appears on the Certificates ceases to be such officer before the authentication of such Certificates or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that the Certificate has been duly approved by the Attorney General of the State of Texas, that it is a valid and binding obligation of the County, and that it has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Certificate representing the entire principal amount of all Certificates, payable in stated installments to the Representative or its designee, executed by the County Judge and County Clerk, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Representative or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver to DTC on behalf of the Underwriter a single typewritten Certificate for each maturity of the Certificates, in the aggregate principal amount thereof, registered in the name of Cede & Co., as nominee of DTC.

Section 3.05 Ownership.

(a) The County, the District, the Paying Agent/Registrar and any other person may treat the person in whose name any Certificate is registered as the absolute owner of such Certificate for the purpose of making and receiving payment of the principal thereof, for the

further purpose of making and receiving payment of the interest thereon, and for all other purposes (except that interest will be paid to the person in whose name such Certificate is registered on the Record Date or Special Record Date, as applicable), whether or not such Certificate is overdue, and none of the County, the District or the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Certificate shall be valid and effectual and shall discharge the liability of the District and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Section 3.06 Registration, Transfer, and Exchange.

(a) So long as any Certificates remain outstanding, the District shall cause the Paying Agent/Registrar to keep at its office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with this Order.

(b) The ownership of a Certificate may be transferred only upon the presentation and surrender of the Certificate at the office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Certificate shall be effective until entered in the Register.

(c) The Certificates shall be exchangeable upon the presentation and surrender thereof at the office of the Paying Agent/Registrar for a Certificate or Certificates of the same maturity and interest rate and in a denomination or denominations of any integral multiple of \$5,000, and in an aggregate principal amount equal to the unpaid principal amount of the Certificates presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Certificates exchanged for other Certificates in accordance with this Section.

(d) Each exchange Certificate delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the District and shall be entitled to the benefits and security of this Order to the same extent as the Certificate or Certificates in lieu of which such exchange Certificate is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Certificates. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Certificate.

Section 3.07 Cancellation.

All Certificates paid in accordance with this Order, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance with this Order, shall be cancelled and proper records shall be made regarding such payment, exchange, or replacement. The Paying Agent/Registrar shall dispose of cancelled Certificates in accordance with its document retention policies.

Section 3.08 Temporary Certificates.

(a) Following the delivery and registration of the Initial Certificate and pending the preparation of definitive Certificates, the proper officers of the County may execute and, upon such execution, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Certificates that are printed, lithographed, typewritten, mimeographed, or otherwise produced, in any denomination, substantially of the tenor of the definitive Certificates in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions, and other variations as the officers of the County executing such temporary Certificates may determine, as evidenced by their signing of such temporary Certificates.

(b) Until exchanged for Certificates in definitive form, such Certificates in temporary form shall be entitled to the benefit and security of this Order.

(c) The County, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Certificates in definitive form; thereupon, upon the presentation and surrender of the Certificate or Certificates in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar cancel the Certificates in temporary form and shall authenticate and deliver in exchange therefor a Certificate or Certificates of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Certificate or Certificates in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09 Replacement Certificates.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding. The County, the District or the Paying Agent/Registrar may require the Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Certificate is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction, or theft of such Certificate;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the County and the District harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar, and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the County, the District or the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the County, the District and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the County, the District or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed, or wrongfully taken Certificate has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Certificate, may pay such Certificate if it has become due and payable or may pay such Certificate when it becomes due and payable.

(e) Each replacement Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the County and shall be entitled to the benefits and security of this Order to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

Section 3.10 Book-Entry Only System.

(a) The definitive Certificates shall be initially issued in the form of a single separate fully registered Certificate for each of the maturities thereof. Upon initial issuance of the Certificates, the ownership of such Certificates shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.11 hereof, all outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the County, the District and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the County and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register, of any amount with respect to principal of or interest on the Certificates. Notwithstanding any other provision of this Order to the contrary, the County, the District and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute owner of such Certificate for the purpose of payment of principal of and interest on the Certificates, for the

purpose of giving notices with respect to such Certificate and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the respective Owners, as shown in the Register, as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a Certificate evidencing the obligation of the District to make payments of amounts due pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

Section 3.11 Successor Securities Depository; Transfer Outside Book-Entry-Only System.

In the event that the District determines that it is in the best interest of the District and the beneficial owners of the Certificates that they be able to obtain certificated Certificates, or in the event DTC discontinues the services described herein, the County shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Certificates and cause the Paying Agent/Registrar to transfer one or more separate registered Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Order.

Section 3.12 Payments to Cede & Co.

Notwithstanding any other provision of this Order to the contrary, so long as the Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Certificates, and all notices with respect to such Certificates, shall be made and given, respectively, in the manner provided in the Representations Letter of the District to DTC.

ARTICLE IV

REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.01 Redemption Before Maturity.

The Certificates shall be subject to redemption before scheduled maturity only as provided in this Article IV.

Section 4.02 Optional Redemption.

(a) The District reserves the option to redeem Certificates maturing on and after March 1, 2021 in whole or any part, before their respective scheduled maturity dates, on March 1, 2020 or on any date thereafter, at a price equal to the principal amount of the Certificates called for redemption plus accrued interest to the date fixed for redemption.

(b) If less than all of the Certificates are to be redeemed pursuant to an optional redemption, the District shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Certificates, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(c) The District, at least 45 days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Certificates to be redeemed.

(d) The County will, at the direction or request of the District, take any action necessary to effect a redemption of the Certificates by the District.

Section 4.03 Partial Redemption.

(a) A portion of a single Certificate of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Certificate is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of the Certificate as though it were a single Certificate for purposes of selection for redemption.

(b) Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Order, shall authenticate and deliver an exchange Certificate or Certificates in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered, such exchange being without charge.

Section 4.04 Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Certificates by sending notice by United States mail, first class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Certificate (or part thereof) to be redeemed, at the address shown on the Register at the close of business on the business day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Certificates are to be surrendered for payment, and, if less than all the Certificates outstanding are to be redeemed, an identification of the Certificates or portions thereof to be redeemed.

(c) The District reserves the right to give notice of its election or direction to redeem Certificates under Section 4.02 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or

authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the District retains the right to rescind such notice at any time prior to the scheduled redemption date if the District delivers a certificate to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an Event of Default. Further, in the case of a conditional redemption, the failure of the District to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.05 Payment Upon Redemption.

(a) Before or on each redemption date, the District shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Certificates to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar from the District and shall use such funds solely for the purpose of paying the principal of and accrued interest on the Certificates being redeemed.

(b) Upon presentation and surrender of any Certificate called for redemption to the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of and accrued interest on such Certificate to the date of redemption from the money set aside for such purpose.

Section 4.06 Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.04 of this Order, and subject, in the case of an optional redemption under Section 4.02, to any conditions or rights reserved by the District under Section 4.04(c), the Certificates or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the District fails to make provision for the payment of the principal thereof or accrued interest thereon, such Certificates or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Certificates are presented and surrendered for payment on such date.

If the District shall fail to make provision for payment of all sums due on a redemption date, then any Certificate or portion thereof called for redemption shall continue to bear interest at the rate stated on the Certificate until due provision is made for the payment of same by the District.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01 Appointment of Initial Paying Agent/Registrar.

(a) The selection and appointment of Regions Bank, Houston, Texas, an Alabama state banking corporation, as the initial Paying Agent/Registrar for the Certificates is hereby approved and confirmed. The District shall cause to be executed and delivered a Paying Agent/Registrar Agreement, specifying the duties and responsibilities of the District and the Paying Agent/Registrar. The form of the Paying Agent/Registrar Agreement presented herewith, and the terms and provisions thereof, are hereby approved.

Section 5.02 Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Certificates.

Section 5.03 Maintaining Paying Agent/Registrar.

(a) At all times while any of the Certificates are outstanding, the District will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Order.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the District will promptly appoint a replacement.

Section 5.04 Termination.

The District, upon not less than sixty (60) days notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination.

Section 5.05 Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the District will cause notice of the change to be sent to each Owner by United States mail, first class, postage prepaid, at the address thereof in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06 Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Order and that it will perform the duties and functions of Paying Agent/Registrar prescribed herein.

Section 5.07 Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Certificates to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.01 Form Generally.

(a) The Certificates, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Certificates, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the County or by the officers executing such Certificates, as evidenced by their execution thereof.

(b) Any portion of the text of any Certificates may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Certificates.

(c) The definitive Certificates, if any, shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Certificates, as evidenced by their execution thereof.

(d) The Initial Certificate submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02 Form of the Certificates.

The form of the Certificates, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Certificates, shall be substantially as follows:

(a) Form of Certificate.

REGISTERED
No. _____

REGISTERED
\$ _____

United States of America
State of Texas

TRAVIS COUNTY HEALTHCARE DISTRICT
CERTIFICATE OF OBLIGATION
TAXABLE SERIES 2011 (LIMITED TAX)

INTEREST RATE: _____% MATURITY DATE: March 1, _____ CERTIFICATE DATE: August 15, 2011 CUSIP NUMBER: _____

Travis County Healthcare District (the "District"), for value received, hereby promises to pay to

or registered assigns, on the Maturity Date specified above, the sum of

_____ DOLLARS

and to pay interest on such principal amount from the later of the Certificate Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on September 1 and March 1 each year, commencing March 1, 2012.

The principal of this Certificate shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Certificate at the office in Houston, Texas, of Regions Bank, as Paying Agent/Registrar, or, with respect to a successor Paying Agent/Registrar, at the designated payment/transfer office of such successor. Interest on this Certificate is payable by check dated as of the interest payment date, and will be mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the registered owner; provided, however, such registered owner shall bear all risk and expense of such other banking arrangement. At the option of an Owner of at least \$1,000,000 in principal amount of the Certificates, interest may be paid by wire transfer to the bank account of such Owner on file with the Paying Agent/Registrar. For the purpose of the payment of interest on this Certificate, the registered owner shall be the person in whose name this Certificate is registered at the close of business on the "Record Date," which shall be the fifteenth day of the month next preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled interest payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and

when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days (as hereinafter defined) prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each registered owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing such notice.

If the date for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the Cities of Austin or Houston, Texas, are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions in the Cities of Austin and Houston, Texas, are required or authorized to close (a "Business Day"), and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

This Certificate is one of a series of fully registered certificates specified in the title hereof issued in the aggregate principal amount of \$ _____ (herein referred to as the "Certificates"), issued, on behalf and in the name of the District, pursuant to a certain order of the Commissioners Court of Travis County, Texas (the "Order"). The Certificates are issued for the purpose of paying contractual obligations to be incurred by the District for making permanent public improvements with respect to the District's healthcare facilities, as further described in the Order, and to pay all professional fees and services related thereto (collectively, the "Projects") and to pay the costs of issuing the Certificates.

The Certificates maturing on and after March 1, 2021, are subject to optional redemption, in whole or in part before their respective scheduled maturity dates, on March 1, 2020, or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption. If less than all of the Certificates are to be redeemed, the District shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Certificates, or portions thereof, within such maturity and in such principal amounts, for redemption.

Not less than thirty (30) days prior to a redemption date for the Certificates, the Paying Agent/Registrar shall give a notice of redemption to be sent by United States mail, first class, postage prepaid, to the Owners of the Bonds to be redeemed at the address of the Owner appearing on the registration books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice.

The District reserves the right, in the case of an optional redemption, to give notice of its election or direction to redeem Certificates conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the District retains the right to rescind such notice at

any time on or prior to the scheduled redemption date if the District delivers a certificate of the District to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to conditional redemption and such redemption has been rescinded shall remain Outstanding, and the rescission of such redemption shall not constitute an Event of Default. Further, in the case of a conditional redemption, the failure of the District to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default. Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the District in the notice, the Certificates called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any Certificate or portion thereof has not been surrendered for payment, interest on such Certificates or portions thereof shall cease to accrue.

As provided in the Order, and subject to certain limitations therein set forth, this Certificate is transferable upon surrender of this Certificate for transfer at the office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Certificates of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

The County, the District, the Paying Agent/Registrar, and any other person may treat the person in whose name this Certificate is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Certificate is registered on the Record Date) and for all other purposes, whether or not this Certificate be overdue, and none of the County, the District nor the Paying Agent/Registrar shall be affected by notice to the contrary.

It is hereby certified and recited that the issuance of this Certificate and the series of which it is a part is duly authorized by law; that all acts, conditions, and things to be done precedent to and in the issuance of the Certificates have been properly done and performed and have happened in regular and due time, form, and manner as required by law; that ad valorem taxes upon all taxable property in the District have been levied for and pledged to the payment of the debt service requirements of the Certificates within the limit prescribed by law; that, in addition to said taxes, further provisions have been made for the payment of the debt service requirements of the Certificates by pledging to such purpose Surplus Revenues, as defined in the Order, derived by the District from the operation of the District's healthcare facilities in an amount limited to \$1,000; that when so collected, such taxes and Surplus Revenues shall be appropriated to such purposes; and that the total indebtedness of the District, including the Certificates, does not exceed any constitutional or statutory limitation.

In witness whereof, the County, on behalf and in the name of the District, has caused this Certificate to be executed by the manual or facsimile signature of the County Judge and countersigned by the manual or facsimile signature of the County Clerk, and the official seal of

the Commissioners Court of the County has been duly impressed or placed in facsimile on this Certificate.

County Judge

County Clerk

[SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Comptroller's Registration Certificate may be deleted from the definitive Certificates if such certificate on the Initial Certificate is fully executed.

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
OF THE STATE OF TEXAS	§	

I hereby certify that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

Witness my hand and seal of office at Austin, Texas, _____.

Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Certificate if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Certificate of this series of Certificates was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas and that this is one of the Certificates referred to in the within-mentioned Order.

REGIONS BANK, as Paying Agent/Registrar

Dated: _____

By: _____

Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

(print or typewrite name, address and Zip Code of transferee)

(Social Security or other identifying number: _____) the within Certificate and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular and must be guaranteed in a manner acceptable to the Paying Agent/ Registrar.

Signature Guaranteed By:

Authorized Signatory

(e) The Initial Certificate shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Certificate, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and the reference to "CUSIP NUMBER" shall be deleted;

(ii) in the first paragraph of the Certificate, the words "on the Maturity Date specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on March 1 in each of the years, in the principal installments, and bearing interest at the per annum rates set forth in the following schedule:

<u>Years</u>	<u>Principal Installments</u>	<u>Interest Rates"</u>
--------------	-----------------------------------	----------------------------

(Information to be inserted from schedule in Section 3.02 of this Order)

(iii) the Initial Certificate shall be numbered T-1.

Section 6.03 CUSIP Registration.

The County may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, a division of the McGraw-Hill Companies, New York, New York, and may authorize the printing of such numbers on the face of the Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Certificates shall be of no significance or effect in regard to the legality thereof and neither the County nor the attorneys approving said Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Certificates.

Section 6.04 Legal Opinion.

The approving legal opinion of Vinson & Elkins L.L.P., Bond Counsel, may be attached to or printed on the reverse side of each Certificate.

ARTICLE VII

SALE AND DELIVERY OF CERTIFICATES; DEPOSIT OF PROCEEDS

Section 7.01 Sale of Certificates; Official Statement.

(a) The Certificates are hereby officially sold and awarded to and shall be delivered to the Underwriter at the price and on the terms specified in the Purchase Contract. Having been approved and accepted by the District, the form, terms and provisions of the Purchase Contract are hereby approved and the County Judge is hereby authorized and directed to execute and deliver such Purchase Contract. It is hereby officially found, determined and declared that the

terms of this sale are the most advantageous reasonably obtainable. The Certificates shall initially be registered in the name of the Underwriter or its designee.

(b) The form and substance of the Preliminary Official Statement for the Certificates and any addenda, supplement or amendment thereto and the final official statement (the "Official Statement") have been approved by official action of the Board in accordance with the requirements of paragraph (b)(1) of the Rule. The District has, by official action of its Board, agreed to deliver appropriate numbers of executed copies thereof to the Underwriter. The County Clerk is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting.

(c) All officers of the County and the District are authorized to execute such documents, certificates and receipts, as they may deem appropriate in order to consummate the delivery of the Certificates in accordance with the terms of, and to carry out purposes of, this Order. The Board, or its designee, is hereby authorized to approve the payment of all costs of issuance relating to the Certificates.

(d) Bond Counsel is hereby authorized to make nonsubstantive changes to the terms of this Order if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Certificates by the Attorney General of Texas.

Section 7.02 Control and Delivery of Certificates.

(a) The Chairman of the Board or his designee is hereby authorized to have control of the Initial Certificate and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Certificates shall be made to the Underwriter under and subject to the general supervision and direction of the Chairman of the Board or his designee, against receipt by the District of all amounts due to the District under the terms of sale.

Section 7.03 Deposit of Proceeds.

(a) All amounts received on the Closing Date as accrued interest on the Certificates from the Certificate Date to the Closing Date shall be deposited to the Interest and Sinking Fund.

(b) The remaining proceeds received on the Closing Date shall be deposited to a special account of the District, held at a depository bank of the District, such moneys to be dedicated and used solely for the purposes for which the Certificates are being issued as herein provided. Any amounts remaining in such account following payment of the costs of the Projects and the costs of issuing the Certificates shall be transferred to the Interest and Sinking Fund.

ARTICLE VIII

INVESTMENTS

Section 8.01 Investments.

(a) Money in the Interest and Sinking Fund created by this Order and any of the funds to be deposited pursuant to Section 7.03(b) hereof, at the option of the District, may be invested in such securities or obligations as permitted under applicable law as in effect on the date of the investment.

(b) Any securities or obligations in which money in the Interest and Sinking Fund is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the Interest and Sinking Fund.

Section 8.02 Investment Income.

(a) Interest and income derived from investment of the Interest and Sinking Fund shall be credited to such fund.

(b) Interest and income derived from investment of the funds to be deposited pursuant to Section 7.03(b) hereof shall be credited to the account where deposited until the payment of the costs of the Projects is completed and thereafter, to the extent such interest and income are present, such interest and income shall be deposited to the Interest and Sinking Fund.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01 Payment of the Certificates.

On or before each Interest Payment Date for the Certificates and while any of the Certificates are outstanding and unpaid, the District shall make available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such principal of and interest on the Certificates as will accrue or mature on the applicable Interest Payment Date or maturity date. Such transfer of funds shall be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar not later than the close of business on the Business Day next preceding the date of payment for the Certificates.

Section 9.02 Other Representations and Covenants.

(a) The District has covenanted that it will faithfully perform, at all times, any and all covenants, undertakings, stipulations, and provisions contained in this Order and in each Certificate; the District has covenanted and agreed that it will promptly pay or cause to be paid the principal of and interest on each Certificate on the dates and at the places and in the manner prescribed in such Certificate; and will, at the times and in the manner prescribed by this Order, deposit or cause to be deposited the amounts of money specified by this Order.

(b) The County is duly authorized under the laws of the State of Texas to issue the Certificates in the name and on behalf of the District; all action on its part for the creation and issuance of the Certificates has been duly and effectively taken; and the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the District in accordance with their terms.

ARTICLE X

DEFAULT AND REMEDIES

Section 10.01 Events of Default.

Each of the following occurrences or events for the purpose of this Order is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement, or obligation of the District, which default materially and adversely affects the rights of the Owners, including but not limited to their prospect or ability to be repaid in accordance with this Order, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Owner to the District.

Section 10.02 Remedies for Default.

(a) Upon the happening of any Event of Default, any Owner or an authorized representative thereof, including but not limited to a trustee or trustees therefor, may proceed against the District for the purpose of protecting and enforcing the rights of the Owners under this Order by mandamus or other suit, action or special proceeding in equity or at law in any court of competent jurisdiction for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Certificates then outstanding.

Section 10.03 Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Order, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Order.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

ARTICLE XI

DISCHARGE

Section 11.01 Discharge.

The Certificates may, at the written direction of the District, be defeased, refunded or discharged in any manner permitted by applicable law.

ARTICLE XII

CONTINUING DISCLOSURE UNDERTAKING

Section 12.01 Annual Reports.

(a) By its official action, the Board has acknowledged and agreed that the District is an “obligated person” within the meaning of the Rule and has undertaken for the benefit of the Owners, so long as the Certificates remain outstanding and unpaid, to provide annually to the MSRB, within six (6) months after the end of each Fiscal Year, financial information and operating data with respect to the District of the general type included in the final Official Statement, being the information described in Exhibit A hereto. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit A hereto, and (ii) audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the District shall provide notice that audited financial statements are not available and shall provide unaudited financial statements for the applicable Fiscal Year to each MSRB. The District shall provide audited financial statements for the applicable Fiscal Year to the MSRB when and if audited financial statements become available.

(b) If the District changes its Fiscal Year, it will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to MSRB or filed with the SEC.

Section 12.02 Material Event Notices.

(a) The District shall provide notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and not more than 10 business days after the occurrence of the event:

- (i) principal and interest payment delinquencies;
- (ii) nonpayment related defaults, if material;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
- (vii) modifications to rights of Owners, if material;
- (viii) bond calls, if material, and tender offers;
- (ix) defeasance;
- (x) release, substitution, or sale of property securing repayment of the Certificates, if material;
- (xi) rating changes;
- (xii) bankruptcy, insolvency, receivership, or similar event of the District, which shall occur as described below;
- (xiii) the consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (xiv) appointment of a successor or additional paying agent/registrars or the change of name of a paying agent/registrars, if material.

For these purposes, any event described in the immediately preceding clause (xii) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the District in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or

governmental authority having supervision or jurisdiction over substantially all of the assets of business of the.

The District shall notify the MSRB, in a timely manner, of any failure by the District to provide financial information or operating data in accordance with Section 12.02 of this Order by the time required by such Section.

Section 12.03 Limitations, Disclaimers and Amendments.

(a) The District shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the District remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the District in any event will give notice of any redemption calls and any defeasances that cause the District to be no longer an “obligated person.”

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Certificates, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The District undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the District’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the District in observing or performing its obligations under this Article shall constitute a breach of or default under the Order for purposes of any other provisions of this Order.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the District under federal and state securities laws.

(e) The provisions of this Article may be amended at the written request of the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in

compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Order that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (B) an entity or individual person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Certificates. The provisions of this Article may also be amended from time to time or repealed by the District if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the District's right to do so would not prevent underwriters of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the District so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.01 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE XIII

AMENDMENTS TO ORDER

Section 13.01 Amendments to Order.

(a) The County reserves the right to amend this Order without the consent of or notice to any registered owners of the Certificates in any manner not detrimental to the interest of the Owners for the purpose of curing any ambiguity, inconsistency, manifest error, formal defect or omission in the Order.

(b) In addition to subparagraph (a) above, the County further reserves the right, but only with the written consent of the Owners of a majority in aggregate principal amount of the Certificates then outstanding, to amend, add to, or rescind any of the provisions of this Order.

(c) Without the consent of the Owners of all of the Certificates then outstanding, no amendment, addition or rescission may (i) extend the time or times of payment of the principal of and interest on the Certificates, (ii) reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of and interest on the Certificates; (ii) give any preference to any Certificate over any other Certificate, or (iii) reduce the aggregate principal amount of Certificates required to be held by Owners for consent to any such amendment, addition or rescission.

PASSED AND APPROVED this August _____, 2011.

COMMISSIONERS COURT
TRAVIS COUNTY, TEXAS

DISTRICT'S ACCEPTANCE OF AND AGREEMENT TO
PERFORM DUTIES UNDER THIS ORDER

Travis County Healthcare District, acting by and through its Board of Managers, hereby accepts and agrees to the terms and provisions of this Order and agrees to perform the obligations and duties of the District required hereunder.

TRAVIS COUNTY HEALTHCARE DISTRICT

By: _____
Chairman, Board of Managers

EXHIBIT A

DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION

The following information is referred to in Article XII of this Order.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the District to be provided annually in accordance with such Article are as specified (and included in the Appendix or other headings of the Official Statement referred to) below:

1. The portions of the financial statements of the District appended to the Official Statement as Appendix D, but for the most recently concluded Fiscal Year.
2. The quantitative financial information and operating data with respect to the District of the general type included in the main text of the Official Statement under the captions "OFFICIAL STATEMENT SUMMARY—Financial Highlights of Travis County Healthcare District (Unaudited)," "CONSOLIDATED DEBT SERVICE REQUIREMENTS," "DISTRICT DEBT—Bonded Indebtedness," "DISTRICT DEBT—Debt Ratios," "TAX DATA" and "ANALYSIS OF TAX DATA—Historical Analysis of Tax Base."

Accounting Principles

The accounting principles referred to in such Article are the accounting principles described in the notes to the financial statements referred to in Paragraph 1 above, as such principles may be changed from time to time to comply with State law.



Travis County Commissioners Court Agenda Request

Meeting Date: 8/23/2011, 9:00 AM, Voting Session

Prepared By/Phone Number: Katie Petersen Gipson, Planning and Budget Office, 854-9346

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

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

Review and approve requests regarding grant programs, applications, contracts and permissions to continue:

- A. Grant application to the Target Corporation for the Travis County Sheriff's Office to receive the Target & Blue Law Enforcement Grant to support the 2012 Shattered Dreams program at Vandegrift High School.
- B. Grant application to the Texas Veteran's Commission Fund for Veteran's Assistance to continue the Veteran's Court program in the Criminal Courts.
- C. Approve Local Recipient Organization Certification form for the 2011 Phase 29 grant application of the Emergency Food and Shelter Program in the Health and Human Services Department.
- D. Grant contract with the Office of the Attorney General of Texas for the Information and Telecommunications Department to be reimbursed for costs associated with Travis County's extension of the Statewide Automated Victim Notification Service (SAVNS) to the courts and designate the Director of IT as the person who defines the standard for timeliness and accuracy of data input into this system.
- E. Grant contract with the Office of Attorney General to continue the Victim Liaison and Coordinator grant program in the District Attorney's Office.
- F. Grant contract with the Office of Attorney General to continue the Other Victim Assistance grant program in the County Attorney's Office.
- G. Grant contract amendment with the Texas Department of Public Safety to receive Department of Homeland Security, Urban Area Security Initiative Program, resources for the creation of a Travis County Chemical, Biological, Radiological, Nuclear, Explosive (CBRNE) Strike Team Coordinator that will enhance the existing program within the Emergency Services Department.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

There are no grant matches or continuing obligations for any of the grant applications, contracts, or contract amendments in this grant package with the exception of (F) the OVAG grant which has a small cash match which PBO recommends be internally funded by the County Attorney's Office.

STAFF RECOMMENDATIONS:

PBO recommends approval of all items

ISSUES AND OPPORTUNITIES:

Additional information is provided in each item's grant summary sheet.

FISCAL IMPACT AND SOURCE OF FUNDING:

None

REQUIRED AUTHORIZATIONS:

Planning and Budget Office
County Judge's Office

Leroy Nellis
Cheryl Aker

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE
FY 2011

The following list represents those actions required by the Commissioners Court for departments to apply for, accept, or continue to operate grant programs. This regular agenda item contains this summary sheet, as well as backup material that is attached for clarification.

Dept	Grant Title	Grant Period	Grant Award	County Match	In-Kind	Program Total	FTEs	PBO Notes	Auditor's Assessment	Page #	
Applications											
A	37	Target & Blue Law Enforcement Grant	10/1/2011-9/30/2012	\$5,000	\$0	\$0	\$5,000	0	R	S	15
B	24	Travis County Veterans Court	1/1/2012-12/31/2012	\$60,050	\$0	\$0	\$50,050	0	R	MC	25
C	58	Emergency Food & Shelter Program Phase 29	1/1/2011-12/31/2011	\$111,839	\$0	\$0	\$111,839	0	R	S	49
Contracts											
D	12	Statewide Automated Victim Notification Service	9/1/2011-8/31/2012	\$26,333	\$0	\$0	\$26,333	0	R	S	56
E	23	Victim Coordinator and Liaison Grant	9/1/2011-8/31/2012	\$42,000	\$0	\$0	\$42,000	0	R	S	78
F	19	Other Victim Assistance Grant	9/1/2011-8/31/2012	\$42,000	\$7,810	\$0	\$49,810	1	R	MC	100
G	47	Urban Area Security Initiative*	8/1/2010-12/31/2012	\$350,000	\$0	\$0	\$350,000	1	R	C	125

* Amended from original

PBO Notes:

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

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

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

FY 2011 Grants Summary Report
Outstanding Grant Applications

The following is a list of grants for which application has been submitted since October 1, 2010, and the notification of award has not yet been received.

Dept	Name of Grant	Grant Term	Grant Award	County Match	In-Kind	Program Total	FTEs	Cm. Ct. Approval Date
49	Section 6 Traditional Grant Proposal - Karst Study	9/1/2011 - 8/31/2013	\$74,976	\$0	\$25,877	\$100,853	0	11/16/2010
19	Underage Drinking Prevention Program	10/1/2011 - 9/30/2014	\$570,783	\$107,145	\$214,701	\$892,629	3	1/4/2011
45	Drug Court and In Home Family Services Grant	9/1/2011 - 8/31/2012	\$181,000	\$20,111	\$0	\$2,011,111	0.24	1/25/2011
45	Juvenile Accountability Block Grant (JABG) Juvenile Assessment Center	9/1/2011 - 8/31/2012	\$126,920	\$14,103	\$0	\$141,023	1.5	1/25/2011
47	Emergency Management Performance Grant	10/1/2010 - 9/30/2011	\$67,200	\$67,200	\$0	\$134,400	3	1/25/2011
55	Justice and Mental Health Collaboration Program	10/1/2011- 9/30/2012	\$49,796	\$0	\$19,304	\$69,100	0.75	2/1/2011
39	DWI Court	9/30/2011- 9/29/2012	\$206,515	\$0	\$0	\$206,515	3.5	2/22/2011
19	Family Violence Accelerated Prosecution Program	9/1/2011- 8/31/2012	\$95,456	\$34,311	\$17,088	\$146,855	2.1	2/22/2011
37	TCSO Child Abuse Victim Services Personnel	9/1/2011- 9/31/2012	\$28,748	\$19,241	\$0	\$47,989	1	2/22/2011
45	Juvenile Services Solicitation for the Front End Therapeutic Services Program	9/1/2011- 8/31/2012	\$21,000	\$0	\$0	\$21,000	0	2/22/2011
45	Travis County Eagle Resource Project	9/2/2011- 8/31/2012	\$39,907	\$0	\$0	\$39,907	0	2/22/2011
45	Juvenile Treatment Drug Court- SAMHSA/CSAT	9/30/11- 9/29/2012	\$198,200	\$0	\$90,442	\$288,642	0	3/1/2011

58	Emergency Food and Shelter Program Phase 29	1/1/2011 - 12/31/2011	\$111,839	\$0	\$0	\$111,839	0	3/8/2011
22	Family Drug Treatment Court	9/1/2011-8/31/2012	\$192,969	\$0	\$0	\$192,969	2	3/22/2011
58	AmeriCorips	8/1/2011-7/31/2012	\$298,929	\$170,770	\$173,642	\$643,341	0	3/22/2011
45	Residential Substance Abuse Treatment Program	10/1/2011-9/30/2012	\$142,535	\$47,512	\$0	\$190,047	1.82	3/22/2011
24	Drug Diversion Court	9/1/2011-8/31/2012	\$132,702	\$0	\$0	\$132,705	1	3/22/2011
24	Travis County Veteran's Court	9/1/2011-8/31/2012	\$221,251	\$0	\$0	\$221,251	2	3/22/2011
39	Travis County Adult Probation DWI Court	9/1/2011-8/31/2012	\$231,620	\$0	\$0	\$231,620	4	3/22/2011
19	Other Victim Assistance Grant	9/1/2011 - 8/31/2013	\$84,000	\$11,804	\$0	\$95,804	1	3/29/2011
23	Victim Coordinator and Liaison Grant	9/1/2011 - 8/31/2013	\$84,000	\$0	\$0	\$84,000	0	3/29/2011
45	Juvenile Treatment Drug Court-SAMHSA/CAST*	9/30/2011-9/29/2012	\$199,820	\$0	\$0	\$199,820	0	4/12/2011
39	Travis County Adult Probation Re-entry Court	10/1/2011-9/30/2014	\$349,812	\$0	\$0	\$349,812	2	4/12/2011
37	SCATTF - Sheriff's Combined Auto Theft Task Force	9/1/2011 - 8/31/2012	\$661,975	\$329,820	\$0	\$991,795	11	4/26/2011
58	Parenting in Recovery	9/30/11-9/29/12	\$500,000	\$80,189	\$86,811	\$667,000	1	5/10/2011
37	2011 COPS Hiring Program	10/1/2011-9/30/2014	\$1,352,616	\$621,775	\$0	\$1,974,391	8	5/24/2011
37	State Criminal Alien Assistance Program - SCAAP 11	7/1/2009-6/30/2010	\$915,571	\$0	\$0	\$915,571	0	6/7/2011

45	Travis County Psychology Internship Program	9/1/2011-8/31/2016	\$525,201	\$113,260	\$0	\$638,461	0	6/7/2011
45	National School Lunch/Breakfast Program and USDA School Commodity Program	7/1/2011-6/30/2012	\$267,890	\$0	\$0	\$267,890	0	6/14/2011
58	Travis County Family Drug Treatment Court-Children's Continuum	10/1/2011-9/30/2014	\$550,000	\$28,012	\$155,321	\$733,333	4	6/14/2011
34	Bulletproof Vest Partnership - CN4	4/1/2011-9/30/2013	\$4,746	\$4,746	\$0	\$9,492	0	6/28/2011
49	CAMPO Surface Transportation-Metropolitan Mobility-Braker Lane Design	10/1/2012-9/30/2015	\$560,000	\$140,000	\$0	\$700,000	0	6/28/2011
								6/28/2011
49	CAMPO Surface Transportation-Metropolitan Mobility-Grand Avenue Parkway	10/1/2012-9/30/2015	\$5,536,000	\$1,384,000	\$0	\$6,920,000	0	6/28/2011
49	CAMPO Surface Transportation-Metropolitan Mobility-Slaughter Lane	10/1/2012-9/30/2015	\$9,040,000	\$2,260,000	\$0	\$11,300,000	0	6/28/2011
49	CAMPO Surface Transportation-Metropolitan Mobility-Blake-Manor Shared Use Path	10/1/2012-9/30/2015	\$2,472,000	\$618,000	\$0	\$3,090,000	0	6/28/2011
49	CAMPO Surface Transportation-Metropolitan Mobility-Fitzhugh Road	10/1/2012-9/30/2015	\$3,574,400	\$893,600	\$0	\$4,468,000	0	6/28/2011
37	2011 Byrne Justice Assistance Grant	10/1/2011-9/30/2014	\$98,424	\$0	\$0	\$98,424	0	7/5/2011
37	Sheriff's Combined Auto Task Force*	9/1/2011-8/31/2012	\$649,914	\$329,820	\$0	\$979,734	11	7/12/2011
24	Travis County Veteran's Court*	9/1/2010-12/31/2011	\$40,000	\$0	\$0	\$40,000	0	7/12/2011
			\$30,458,715	\$7,295,419	\$783,186	\$40,347,323	63.91	

* Amended from original application

f

FY 2011 Grants Approved by Commissioners Court

The following is a list of grants that have been received by Travis County since October 1, 2010

Dept	Name of Grant	Grant Term	Grant Award	County Match	In-Kind	Program Total	FTEs	Approval Date
45	Travis County Eagle Resource Project	09/1/2010 - 8/31/2011	\$49,884	\$0	\$0	\$49,884	0	10/5/2010
58	Atmos Energy Share the Warmth	10/1/2010 - 9/30/2011	\$13,891	\$0	\$0	\$13,891	0	10/12/2010
39	Safe Havens: Supervised Visitation and Safe Exchange Grant Program	10/1/2010 - 9/30/2013	\$400,000	\$0	\$0	\$400,000	0.75	10/12/2010
39	Travis County Adult Probation DWI Court	9/1/2010 - 8/31/2011	\$234,391	\$0	\$0	\$234,391	4	10/26/2010
55	Office of Child Representation	10/1/2010 - 9/30/2011	\$50,000	\$623,000	\$0	\$673,000	8	10/26/2010
55	Office of Parental Representation	10/1/2010 - 9/30/2011	\$50,000	\$623,000	\$0	\$673,000	8	10/26/2010
58	Parenting in Recovery	9/30/2010 - 9/29/2011	\$500,000	\$80,000	\$45,000	\$625,000	1	10/26/2010
45	Juvenile Treatment Drug Court-OJJDP	10/1/2010 - 9/30/2014	\$424,979	\$141,667	\$0	\$566,646	2.5	10/26/2010
45	Juvenile Treatment Drug Court-SAMHSA/CSAT	9/30/2010 - 9/29/2011	\$199,820	\$0	\$0	\$199,820	0	10/26/2010
37	2007 Byrne Justice Assistance Grant (JAG)*	10/1/2006 - 3/31/2011	\$203,845.50	\$0	\$0	\$203,845.50	0	10/26/2010
24	Travis County Veterans's Court	9/1/2010 - 8/31/2011	\$40,000	\$0	\$0	\$40,000	0	11/16/2010
39	Travis County Adult Probation DWI Court	9/30/2010 - 9/29/2013	\$597,908	\$0	\$0	\$597,908	3.45	11/16/2010
58	Communities Putting Prevention to Work (Tobacco Free Worksite Policy)	6/1/2010 - 2/29/2012	\$200,000	\$0	\$0	\$200,000	1.5	11/16/2010
45	Leadership Academy Dual Diagnosis Unit - Residential Substance Abuse Treatment Program	10/1/2010 - 9/30/2011	\$142,535	\$47,512	\$0	\$190,047	1.82	11/23/2010
24	Travis County Veteran's Court	9/1/2010 - 8/31/2011	\$166,003	\$0	\$0	\$166,003	2	11/23/2010
24	Drug Diversion Court	9/1/2010 - 8/31/2011	\$188,422	\$0	\$0	\$188,422	1	11/23/2010

5

Dept	Name of Grant	Grant Term	Grant Award	County Match	In-Kind	Program Total	FTEs	Approval Date
22	Family Drug Treatment Court	9/1/2010 - 8/31/2011	\$119,185	\$0	\$0	\$119,185	1	11/23/2010
37	2010 UASI Grant	8/1/2010 - 7/31/2012	\$475,000	\$0	\$0	\$475,000	0	11/23/2010
37	2010 Byrne Justice Assistance Grant	10/1/2009 - 9/30/2013	\$114,285	\$0	\$0	\$114,285	0	11/23/2010
58	Title IV-E Child Welfare Services	10/1/2010 - 9/30/2011	\$104,195.43	\$205,012.95	\$0	\$309,208.38	0.75	11/30/2010
58	Coming of Age (formerly RSVP) - Texas Department of Aging and Disability Services (DADS)	9/1/2010 - 8/31/2011	\$23,800	\$23,800	\$0	\$47,600	0	11/30/2010
58	Coming of Age (formerly known as RSVP)	10/1/2010 - 9/30/2011	\$63,119	\$18,936	\$0	\$82,055	0.14	11/30/2010
37	State Criminal Alien Assistance Program SCAAP 2010	7/1/2008 - 6/30/2009	\$915,571	\$0	\$0	\$915,571	0	11/30/2010
47	Chemical, Biological, Radiological, Nuclear, Explosive (CBRNE) Strike Team Coordinator (UASI Award)	8/1/2010 - 7/31/2012	\$350,000	\$0	\$0	\$350,000	1	11/30/2010
47	Hazardous Materials Equipment Purchase and Maintenance (SHSP Award)	8/1/2010 - 7/31/2012	\$40,000	\$0	\$0	\$40,000	0	11/30/2010
49	Transportation Enhancement Program	11/30/2010-Completion	\$921,922	\$230,498	\$0	\$1,152,420	0	11/30/2010
49	FY11 CAPCOG Travis County Expo Center Recycling Grant	9/1/2010 - 7/31/2011	\$29,590	\$0	\$0	\$29,590	0	12/7/2010
49	CAPCOG FY 10 Solid Waste Enforcement Grant*	9/1/2010 - 7/31/2011	\$20,240	\$0	\$0	\$20,240	0	12/14/2010
58	AmeriCorps*	8/1/2008 - 7/31/2009	\$228,040	\$225,977	\$0	\$454,017	16	12/14/2010
58	Seniors and Volunteers for Childhood Immunization	10/1/2010 - 9/30/2011	\$4,000	\$0	\$0	\$4,000	0.25	12/21/2010
58	DOE Weatherization Assistance Program	4/1/2010 - 3/31/2011	\$186,929	\$0	\$0	\$186,929	0	12/21/2010
37	Homeland Security Grant Program - Urban Area Strategic Initiative (UASI)	9/1/2008 - 1/15/2011	\$136,234.36	\$0	\$0	\$136,234.36	0	12/21/2010

Dept	Name of Grant	Grant Term	Grant Award	County Match	In-Kind	Program Total	FTEs	Approval Date
37	2009 COPS LE Technology Grant	3/11/2009 - 3/10/2012	\$300,000	\$0	\$0	\$300,000	0	1/4/2011
24	Formula Grant - Indigent Defense Grant Program	10/1/2010 - 9/30/2011	\$446,456	\$0	\$0	\$446,456	0	1/18/2011
37	Austin/Travis County human Trafficking LE Task Force	1/1/2011 - 9/30/2011	\$15,000	\$0	\$0	\$15,000	0	1/25/2011
59	Capital Area Trauma Regional Advisory Council (CATRAC) EMS County Assistance	4/1/12010 - 8/31/2011	\$6,038	\$0	\$0	\$6,038	0	1/25/2011
37	Recovery Act - STOP Violence Against Women Act*	4/1/2010 - 6/30/2011	\$64,599	\$0	\$0	\$64,599	1	1/25/2011
Various	Family Violence Protection Team	10/1/2010- 9/30/2012	\$699,507	\$168,239	\$0	\$867,746	4.5	2/1/2011
24	Travis County Drug Diversion Court*	9/1/2009- 8/31/2010	\$161,359	\$0	\$0	\$161,359	1	2/1/2011
24	Travis County Veteran's Court*	4/1/2010- 8/31/2010	\$7,387	\$0	\$0	\$7,387	1	2/1/2011
58	FY 11 Title IV-E	10/1/2010- 9/30/2011	\$104,196	\$205,013	\$0	\$309,209	0.75	2/1/2011
58	Seniors and Volunteers for Childhood Immunization	9/1/2010- 8/31/2011	\$8,846	\$0	\$0	\$8,846	0.25	2/22/2011
58	ATCIC-Marguerite Casey Foundation Community and Family Reintegration Project	12/1/2010- 5/31/2011	\$30,000	\$0	\$0	\$30,000	1	2/22/2011
37	Sheriff's Combined Auto Theft Task Force*	9/1/2010- 8/31/2011	\$610,073	\$319,936	\$0	\$930,009	11	2/22/2011
58	AmeriCorps*	8/1/09- 7/31/10	\$278,239	\$269,446	\$10,160	\$557,845	20	2/22/2011
58	Comprehensive Energy Assistance Program	1/1/2011- 12/31/2011	\$1,279,651	\$0	\$0	\$1,279,651	0	3/1/2011
20	General HAVA Title II Compliance	11/8/2000- 12/31/2010	\$626,673	\$0	\$0	\$626,673	0	3/22/2011
58	Parenting in Recovery	9/30/2010- 9/29/2011	\$564,891	\$80,000	\$45,000	\$689,891	1	3/22/2011

Dept	Name of Grant	Grant Term	Grant Award	County Match	In-Kind	Program Total	FTEs	Approval Date
58	Texas Department of Family and Protective Services Community and Family Reintegration Project	9/01/2010-8/31/2011	\$113,000	\$0	\$0	\$113,000	0	3/29/2011
49	CAPCOG FY 11 Interlocal Contract for Scrap Tire Recycling	2/11/2011 - 7/31/2011	\$8,000	\$0	\$0	\$8,000	0	3/29/2011
19	Family Violence Protection Team*	10/1/2010 - 9/30/2012	\$699,507	\$168,239	\$0	\$867,746	4.5	3/29/2011
58	LIHEAP Weatherization Assistance Program	4/1/2011 - 3/31/2012	\$725,015	\$0	\$0	\$725,015	0	4/5/2011
49	Flood Mitigation Assistance - Planning Grant*	8/28/2009 - 8/31/2011	\$30,000	\$10,000	\$0	\$40,000	0	4/5/2011
58	Comprehensive Energy Assistance Program (CEAP)*	1/1/2011-12/31/2011	\$3,871,703	\$0	\$0	\$3,871,703	0	4/12/2011
58	ARRA WAP Weatherization Assistance Program*	9/1/2009-12/31/2011	\$6,922,699	\$0	\$0	\$6,922,699	3	4/12/2011
17	A Cultural Resources Survey of Rural Properties in Eastern Travis County	3/1/2011 - 9/30/2012	\$4,965	\$3,000	\$1,965	\$9,929	0	4/26/2011
49	Reimers Urban Outdoor Recreation Grant*	8/28/08-7/15/12	\$1,000,000	\$1,000,000	\$0	\$2,000,000	0	5/10/2011
37/22	Recovery Act-Stop Violence Against Women Act Program*	4/1/10-6/30/11	\$86,849	\$0	\$0	\$86,849	1	5/10/2011
37	Homeland Security Grant Program - UASI*	9/1/2008-1/15/2011	\$134,468	\$0	\$0	\$134,468	0	6/7/2011
24	Travis County Veterans Court*	9/1/2010-12/31/11	\$40,000	\$0	\$0	\$40,000	0	6/7/2011
58	AmeriCorps*	8/1/2010-7/31/2011	\$270,282	\$164,415	\$201,136	\$635,833	0	6/7/2011
58	Parenting in Recovery*	9/30/10-9/29/2011	\$564,891	\$80,000	\$45,000	\$689,891	1	6/7/2011
47	Chemical, Biological, Radiological, Nuclear, Explosive (CBRNE Strike Team Coordinator (UASI Award)*	8/1/2010-12/31/2012	\$350,000	\$0	\$0	\$350,000	1	6/28/2011
24	Travis County Veteran's Court*	9/1/2010-12/31/2011	\$40,000	\$0	\$0	\$40,000	0	6/28/2011
24	Drug Diversion Court*	9/1/2010-8/31/2011	\$188,422	\$16,297	\$0	\$204,719	1	7/19/2011

Dept	Name of Grant	Grant Term	Grant Award	County Match	In-Kind	Program Total	FTEs	Approval Date
58	ARRA WAP Weatherization Assistance Program*	9/1/2009-2/28/2012	\$8,922,699	\$0	\$0	\$8,922,699	3	7/26/2011
37	Sheriff's Combined Auto Theft Task Force	9/1/2011-8/31/2012	\$649,914	\$329,820	\$0	\$979,734	11	8/2/2011
58	Comprehensive Energy Assistance Program (CEAP)*	1/1/2011-12/31/2011	\$4,318,577	\$0	\$0	\$4,318,577	0	8/2/2011
45	Integrated Child Support System (ICSS)*	9/1/2009-8/31/2012	\$400,890	\$0	\$0	\$400,890	0	8/2/2011
49	Low-Income Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP), Amendment 1*	9/1/2005 - 8/31/2013	\$175,000	\$0	\$0	\$175,000	0	8/16/2011

*Amended from original agreement.

\$41,913,585 \$5,033,808 \$348,261 \$47,295,653 \$120

FY 2011 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Personnel Cost	Operating Transfer	Estimated Total	Filled FTEs	Cm. Ct. Approval Date for Continuation	Cm. Ct. Contract Approval Date	Has the General Fund been Reimbursed?
22	Family Drug Treatment Court	\$5,132	\$5,132	\$10,264	1	9/28/2010	11/23/2010	Yes
19	Family Violence Protection Team	\$22,811	\$22,811	\$45,622	1.5	10/5/2010	2/1/2011	Yes
37	Family Violence Protection Team	\$13,121	\$13,121	\$26,242	2	10/5/2010	2/1/2011	Yes
58	ATCIC - Marguerite Casey Foundation Community and Family Reintegration Project	\$9,600	\$9,600	\$19,200	1	11/23/2010	2/22/2010	Yes
37	Family Violence Protection Team	\$13,121	\$13,121	\$26,242	2	12/7/2010	2/1/2011	Yes
19	Family Violence Protection Team	\$23,589	\$23,589	\$47,178	1.5	12/14/2010	2/1/2011	Yes
23	Family Violence Protection Team	\$21,263	\$21,263	\$42,526	0.5	12/21/2010	2/1/2011	Yes
58	Casey Family Programs Community and Family Reintegration Project	\$10,090	\$10,090	\$20,180	1	12/28/2010	Awaiting Contract	No
58	Comprehensive Energy Assistance Program	\$84,508	\$84,508	\$169,016	0	12/28/2010	3/1/2011	Yes
58	Comprehensive Energy Assistance Program (Operating)*	\$0	\$0	\$325,000	0	12/28/2010	3/1/2011	Yes

FY 2011 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Personnel Cost	Operating Transfer	Estimated Total	Filled FTEs	Cm. Ct. Approval Date for Continuation	Cm. Ct. Contract Approval Date	Has the General Fund been Reimbursed?
58	Casey Family Programs Community and Family Reintegration Project	\$15,135	\$15,135	\$30,270	1	3/29/2011	Awaiting Contract	No
58	Casey Family Programs Community and Family Reintegration Project	\$15,135	\$15,135	\$30,270	1	6/28/2011	Awaiting Contract	No
58	AmeriCorps	\$65,619	\$65,619	\$ 131,238	2	7/26/2011	Awaiting Contract	No
Totals		\$299,124	\$299,124	\$923,248	14.5			

* Request is not a traditional permission to continue. Budget and expenditures will remain in the department's General Fund Budget until the contract is in place and reclassifications against the grant are processed.

Grants Receiving Midyear Reductions due to the State's Budget Issues

Dept	Name of Grant	Grantor	Grant Term	Original Grant Award	Reduction Amount	Admended Award	FTEs	Cm. Ct.
								Approval/Acceptance Date
37	Sheriff's Combined Auto Theft Task Force*	Auto Burglary and Theft Prevention Authority	9/1/2010-8/31/2011	\$616,867	\$6,794	\$610,073	10	2/22/2011
				\$616,867	\$6,794	\$610,073	10	

*The grant is shared between Travis County and six other counties. Travis County's portion of grant is roughly half with remaining funds received by the other counties. The number of TCSO FTE funded by the grant is 4.

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TRAVIS COUNTY FY 09 - FY 14 PLANNING TOOL FOR AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) AND LARGE MULTI-YEAR GRANT CONTRACTS

The potential impact in future years to the County is shown for planning purposes only. County funding determinations will be made annually by the Commissioners Court based on the availability funding and progress of the program. ARRA Grants are highlighted in bold.

Future year amounts are estimated if not known and impact amounts may be reduced if additional Non-County funding is identified. Amounts shown in a particular year may not represent the actual grant term allocation since terms may overlap the County's Fiscal Year.

Grant Contracts approved by Commissioners Court		FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
Dept	Grant Title	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact
Criminal Justice Planning	Travis County Mental Public Defenders Office. To establish the nation's first stand alone Mental Health Public Defenders Office. Full impact in FY 12 when grant is no longer available.	\$ 375,000	\$ 250,000	\$ 250,000	\$ 375,000	\$ 125,000	\$ 500,000	\$ -	\$ 625,000	\$ -	\$ 625,000		\$ 625,000
Criminal Justice Planning	Office of Parental Representation. County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. Full impact in FY 12 when grant is no longer available. Impact amounts will be updated to take into account internal reallocations and any potential costs/savings to indigent attorneys fees that are centrally budgeted.	\$ 300,000	\$ 307,743	\$ 100,000	\$ 102,360	\$ 50,000	\$ 152,360	\$ -	\$ 152,360	\$ -	\$ 152,360	\$ -	\$ 152,360
Criminal Justice Planning	Office of Child Representation. County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. FY 11 is last year of grant. Impact amounts will be updated to take into account internal reallocations and any potential costs/savings to indigent attorneys fees that are centrally budgeted.	\$ 300,000	\$ 301,812	\$ 100,000	\$ 102,368	\$ 50,000	\$ 152,359	\$ -	\$ 152,359	\$ -	\$ 152,359	\$ -	\$ 152,359
Criminal Justice Planning	Travis County Information Management Strategy for Criminal Justice (ARRA). Includes technology funding for (Constables, Records Management, Adult Probation, Juvenile Probation, Court Administration, County Attorney's Office, District Attorney's Office and Manor Police Department).	\$ -	\$ -	\$ 487,359	\$ -	\$ -	\$ 26,432	\$ -	\$ 26,432	\$ -	\$ 26,432		\$ 26,432
Facilities Management	Energy Efficiency and Conservation Block Grant (ARRA).For Retrofit of the Travis County Executive Office Building HVAC System. One-time grant and includes a \$1.2 million County contribution in FY 10 to complete project.		\$ -	\$ 2,207,900	\$ 1,202,000		\$ -		\$ -		\$ -		\$ -
Travis County Sheriff's Office	2009 Byrne Justice Assistance Grant (ARRA). One-time grant for one-time capital purchases. Does not require a County match or program to continue after grant term ends on 9/30/12.	\$ -	\$ -	\$ 123,750	\$ -	\$ 165,000	\$ -	\$ 165,000	\$ -	\$ -	\$ -		\$ -
Travis County Sheriff's Office/County Attorney's Office	Recovery Act - STOP Violence Against Women Act. TC Expedited Victims Restoration Grant (ARRA). One-time ARRA funding for laptops for TCSO and one-time funding for a Victim Counselor, laptop computer, and operating expenses for the County Attorney's Office. Grant ends March 2011, but for simplification purposes the award is shown fully in 2010. No County match or commitment after grant ends.	\$ -	\$ -	\$ 64,599	\$ -		\$ -		\$ -		\$ -		\$ -

Community Supervision and Corrections	Recovery Act Combating Criminal Narcotics Activity Stemming from the Southern Border of the US: Enhancing Southern Border Jails, Community Corrections and Detention Operations. (ARRA) Grant will supplement department's state funding to help keep all current probation officer positions. This two year funding goes to the State and there is no County obligation or impact. Full amount of grant is believed to be spent by FY 11.	\$ -	\$ -	\$ 143,750	\$ -	\$ 143,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
District Attorney	Interlocal Agreement for the Austin/Travis County Family Violence Protection Team. Includes funding for the District Attorney's Office, County Attorney's Office, Travis County Sheriff's Office, and Constable Pct 5. Grant is coordinated by the City of Austin. It is possible that the responsibility to apply for the Grant may fall to the County for FY 11 and beyond.	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -
Transportation and Natural Resources	Local Transportation Project - Advanced Funding Agreement (ARRA). ARRA funding to upgrade 4 roads by milling and overlaying roadway. Grant is a one-time grant with the potential for estimated \$13,741 contribution from the Road and Bridge Fund.	\$ -	\$ -	\$ 687,047	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	2009 Phase 27 ARRA Emergency Food and Shelter Program. The grant is a one-year one-time grant for emergency utility assistance that does not require a County match or program to continue after termination.	\$ 41,666	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	Americorps. Grant match is handled internally within the existing budget of the Texas AgriLife Extension Service. Assumes grant will continue each year.	\$ 288,139	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 281,297	\$ -
Health and Human Services	Parenting in Recovery. FY 09 is Year Two of a Potential Five Year Grant. The full Impact will occur In FY 13 when grant funding is no longer available.	\$ 500,000	\$ 77,726	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ -	\$ 580,000	\$ -	\$ 580,000
Health and Human Services	ARRA Texas Weatherization Assistance Program. Provide weatherization services to low income households	\$ -	\$ -	\$ 2,311,350	TBD	\$ 4,611,349	TBD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	Community Development Block Grant ARRA (CDBG-R) Funds to be used for approx 39 water connections for Plainview Estates.	\$ 90,000	\$ -	\$ 136,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	Community Development Block Grant (CDBG). Impact amounts are based on the amounts added for staff added in HHS and County Auditor's Office to support the grant. The Auditor's staff person also supports other large federal grants, but is only listed here for simplification. Actual amounts may vary by year. Assumes grant will continue each year.	\$ 833,133	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,390	\$ 223,908
Health and Human Services	Community Putting Prevention to Work (Tobacco Free Worksite Policy). Interlocal with the City of Austin to receive ARRA funds to development a tobacco free worksite policy for County facilities. Includes 1.5 FTE to support program. In addition, there are existing resources provided by the State that are available through the employee clinic to help employees to quit tobacco use. Ends Feb 2012.	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -
Totals		\$ 3,070,731	\$ 1,161,189	\$ 8,619,525	\$ 2,175,626	\$ 7,252,569	\$ 1,135,059	\$ 2,272,470	\$ 1,260,059	\$ 1,507,470	\$ 1,760,059	\$ 1,490,480	\$ 1,760,059

County impact includes the grant match amount that is not internally funded or costs that required a budget increase and the amount that may be required by the County upon termination of the grant. This amount does not include all costs related to the administration of the grant that are incurred by the County. Existing grants with approved contracts for the current year with pending applications for the following year are shown only on the contracts sheet to avoid duplication.

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GRANT SUMMARY SHEET

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

Department/Division:	Sheriff - Law Enforcement
Contact Person/Title:	Tracy Miller, Planner
Phone Number:	512.854.6923

Grant Title:	Target & Blue Law Enforcement Grant			
Grant Period:	From:	10/1/2011	To:	9/30/2012
Grantor:	Target Corporation			
American Recovery and Reinvestment Act (ARRA) Grant	Yes:	<input type="checkbox"/>	No:	<input checked="" type="checkbox"/>

Check One:	New: <input type="checkbox"/>	Continuation: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	One-Time Award: <input checked="" type="checkbox"/>	Ongoing Award: <input type="checkbox"/>	
Type of Payment:	Advance: <input checked="" type="checkbox"/>	Reimbursement: <input type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:	\$0	\$0	\$0	\$0	\$0	\$0
Operating:	0	0	5,000	0	0	5,000
Capital Equipment:	0	0	0	0	0	0
Indirect Costs:	0	0	0	0	0	0
Total:	\$0	\$0	\$5,000	\$0	\$0	\$5,000
FTEs:	0.00	0.00	0.00	0.00	0.00	0.00

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

Performance Measures	Projected FY 11 Measure	Progress To Date:				Projected FY 12 Measure
		12/31/10	3/31/11	6/31/11	9/30/11	
Applicable Depart. Measures						
Measures For Grant						
Outcome Impact Description						
Students Served	500					
Outcome Impact Description	Educate students about the dangers of under-aged drinking.					
Outcome Impact Description						

PBO Recommendation:

The Travis County Sheriff's Office (TCSO) is requesting approval to submit a grant application to the Target Corporation received Target & Blue Law Enforcement Grant funding to support the 2012 Shattered Dreams Program that will be conducted at Vandegrift High School and hosted by TCSO. The Shattered Dreams Program is a two-day event that promotes responsible decision making among high school students regarding under-aged drinking and impaired driving.

PBO recommends approval to submit the application to support the program.

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

Engage the school in a program which is designed to educate students about the dangers of under-aged drinking.

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

NA

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.

NA

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

No - not allowable.

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.

NA

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

This would be the third Shattered Dreams event in the past five years.

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 program has been successful in putting a realistic approach to under-aged drinking and speaking to the students on a level they can understand and appreciate.



GREG HAMILTON

TRAVIS COUNTY SHERIFF

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

JAMES N. SYLVESTER
Chief Deputy

PHYLLIS CLAIR
Major - Law Enforcement

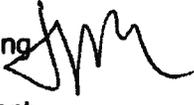
DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration & Support

August 5, 2011

MEMORANDUM

TO: Honorable Sam Biscoe, County Judge
Honorable Ron Davis, Commissioner, Precinct 1
Honorable Sarah Eckhardt, Commissioner, Precinct 2
Honorable Karen Huber, Commissioner, Precinct 3
Honorable Margaret Gomez, Commissioner, Precinct 4

FROM: Tracy J Miller, TCSO Research and Planning 

SUBJECT: 2012 Target & Blue Law Enforcement Grant

Attached is our grant application for the Target & Blue Law Enforcement Grant. Target is deeply committed to extending a hand of partnership to law enforcement and criminal justice organizations. By sharing their time, talents and resources, Target and Law Enforcement build stronger, safer, more vibrant communities. As part of this commitment, Target established the Law Enforcement Grant Program in 1990 to provide grants to law enforcement agencies servicing the community.

This year our request will be to support the 2012 Shattered Dreams program at Vandegrift High School. Shattered Dreams is a two-day, school-based program that promotes responsible decision making among high school students regarding under-aged drinking and impaired driving. The Shattered Dreams program emphasizes the results of alcohol-related crashes. The shattered dreams of those who drink and drive, the innocent victims, and their friends and families. Shattered Dreams is a two-day comprehensive program that involves everyone; to include students, parents, teachers, law enforcement, emergency medical services, area hospitals and community organizations. The partnership between the school and community organizations serves as a foundation for follow-up activities to reinforce the program's prevention messages.

With the donation of corporate partners like Target we will be able to host this amazing event. We are requesting that the court approve the submission of this grant to be spent in support of the 2012 Shattered Dreams program.

xc: Travis Gatlin, PBO
Jim Connolly, County Attorney



Safety, Integrity, Tradition of Service

Public Safety Grant Program - Public Agency or IRS letter attached

Organization Information

When returning to a previous page of your application, don't use your browser's Back button. You could lose any unsaved information.

E-mail questions to AP.Community@Target.com

Organization/Agency Name

Travis County Sheriff's Office

Payee Organization Name

Please limit your response to 25 characters maximum.

Travis County Sheriff's Office

Precinct/Division and Department

i.e., 1st Precinct, Bike Patrol

TCSO - Fiscal

Street Address or P.O. Box

Please include your primary mailing address in the first line (street or P.O. Box). If applicable, put your Suite Number in the second line. Please limit your response on each line to 25 characters maximum.

P.O. Box 1748

City

Austin

State

TX

ZIP Code

Please provide the full 9 digit ZIP code (to find your extended code, please [click here](#) to open a window to USPS.com)

78767-1748

County

Travis

Main Phone Number

Please type 10 digits only without punctuation (i.e., 6122334567)

5128549770

General E-mail Address

meg.seville@co.travis.tx.us

Website

tcsheriff.org

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Which best describes the organization?

OTHER-Police/Law Enforcement

Mission statement:

Our mission is a commitment to professionalism, partnership and community.

What year was the organization founded?

1840

Is your organization a part of a State, the United States, or the District of Columbia (i.e., a public school, public agency, or public library)?

Please answer Yes or No

Yes

Is this donation being requested exclusively for public purposes?

Please answer Yes or No

Yes

Tax Status

Please select from drop-down

Schools, Libraries, Hospitals, Churches, Govt units

Organization Tax ID

If your organization has a 501(c)3 Federal tax status, enter your EIN number below and attach a copy of your most recent IRS Designation Letter on page five (5) of the application, otherwise leave blank.

74-6000192

Have you ever received a Target Grant?

i.e., Yes, No, Unknown

Yes

When returning to a previous page of your application, don't use your browser's Back button. You could lose any unsaved information.

E-mail questions to AP.Community@Target.com

Contact Information

When returning to a previous page of your application, don't use your browser's Back button. You could lose any unsaved information.

E-mail questions to AP.Community@Target.com

Organization Primary Contact:

Highest Ranking Official (i.e., Chief, Executive Director, President)

19

Prefix
Sheriff

First Name
Greg

Middle Initial

Last Name
Hamilton

Suffix

Title
Sheriff

Street Address or P.O. Box

Please include your primary mailing address in the first line (street or P.O. Box). If applicable, put your Suite Number in the second line. Please limit your response on each line to 25 characters maximum.

P.O. Box 1748

City
Austin

State
TX

ZIP Code

Please provide the full 9 digit ZIP code (to find your extended code, please [click here](#) to open a window to USPS.com)

78767-1748

Direct Phone Number

Please type 10 digits only without punctuation (i.e., 6122334567)

5128549770

E-mail Address

greg.hamilton@co.travis.tx.us

Primary Contact for this Funding Request:

Same as Organization Primary Contact

No

20

Prefix

Ms.

First Name

Meg

Middle Initial

Last Name

Seville

Suffix

Title

Senior Planner

Street Address or P.O. Box

Please include your primary mailing address in the first line (street or P.O. Box). If applicable, put your Suite Number in the second line. Please limit your response on each line to 25 characters maximum.

P.O. Box 1748

City

Austin

State

TX

ZIP Code

Please provide the full 9 digit ZIP code (to find your extended code, please [click here](#) to open a window to USPS.com)

78767-1748

Direct Phone Number

Please type 10 digits only without punctuation (i.e., 6122334567)

5128549804

E-mail Address

meg.seville@co.travis.tx.us

When returning to a previous page of your application, don't use your browser's Back button. You could lose any unsaved information.

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E-mail questions to AP.Community@Target.com

Proposal Information

When returning to a previous page of your application, don't use your browser's Back button. You could lose any unsaved information.

E-mail questions to AP.Community@Target.com

Proposal General Information:

Target team member who invited the organization to apply for a grant.

Chris Bettinger

Request Amount

5,000

Project/Program Title

Please limit your response to 30 characters maximum.

Shattered Dreams

Project/Program Start Date

03/08/2012

Project/Program End Date

03/09/2012

Proposal Detail:

Which best describes the project/program?

Youth Programs (VITAL COMMUNITY PARTNERSHIPS-LAW ENFORCEMENT)

Please provide a description of the project/program.

Law Enforcement, EMS, Fire and the school will participate in a program, which is designed to educate students about the dangers of underaged drinking. It is a two day event that involves a dramatization of an alcohol related crash, retreat and student assembly.

What year was this project/program first implemented?

1997

What is the proposed project/program budget?

Please enter one whole number without any punctuation (i.e., no dollar signs or decimal points).

10,000

List the primary expenses for the project/program budget.

i.e., printing: \$200; equipment: \$800, etc.

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Shirts and supplies for the retreat (\$2500), equipment - such as material for crosses, make-up for living dead (\$2000), rentals - such as buckets for the assembly and poles to hold the crosses up (\$500)

When answering the following two questions, please think about the mission and/or primary focus of your organization as well as the majority of people served by this project/program.

Please select the primary ethnicity served (50% or greater).

White or Caucasian

Please select the primary population served (50% or greater).

General Population

Project/Program Zip Code

Please provide the 5-digit zip code for the location of your project/program

78728

Target Store Location

Please select the Target store closest to your project/program from the dropdown list below.

Store #1953 Four Points, 11220 FM 2222, Austin, TX 78730

When returning to a previous page of your application, don't use your browser's Back button. You could lose any unsaved information.

E-mail questions to AP.Community@Target.com

Measurement

When returning to a previous page of your application, don't use your browser's Back button. You could lose any unsaved information.

E-mail questions to AP.Community@Target.com

What are the anticipated outcomes of the project/program?

Educate students and reduce under-age drinking.

What metrics do you plan on collecting to determine if the outcomes have been achieved?

Post survey

How many people do you anticipate will be served by this project/program?

Please enter one whole number only

5000

In 2011 we will be asking grant recipients to complete a program evaluation.

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When returning to a previous page of your application, don't use your browser's Back button. You could lose any unsaved information.

E-mail questions to AP.Community@Target.com

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GRANT SUMMARY SHEET

Check One:	Application Approval: <input checked="" type="checkbox"/>	Grant Extension: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>

Department/Division:	Travis County Criminal Courts
Contact Person/Title:	Debra Hale, Director of Court Management
Phone Number:	(512) 854-9224

Grant Title:	Travis County Veteran's Court		
Grant Period:	From:	01/01/12	To: 12/31/12
Grantor:	Texas Veterans Commission Fund for Veterans' Assistance		
American Recovery and Reinvestment Act (ARRA) Grant	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	

Check One:	New: <input type="checkbox"/>	Continuation: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	One-Time Award: <input checked="" type="checkbox"/>	Ongoing Award: <input type="checkbox"/>	
Type of Payment:	Advance: <input type="checkbox"/>	Reimbursement: <input checked="" type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:		0.00				0.00
Operating:		\$60,050.00				\$60,050.00
Capital Equipment:		0.00				0.00
Indirect Costs:						
Total:	0	\$60,050.00	0	0	0	\$60,050.00
FTEs:		0.00				0.00

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

Performance Measures	Projected CY 11 Measure	Progress To Date:				Projected CY 12 Measure
		03/31/12	6/30/12	9/30/12	12/31/12	
Applicable Depart. Measures						
# of defendants screened for eligibility for court	350	90 Proj.	180 Proj.	260 Proj.	350 Proj.	350

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# of defendants accepted into court	26	29 Proj.	33 Proj.	37 Proj.	40 Proj.	40
Measures For Grant						
Provide linkage to appropriate treatment for identified veterans	50	13 Proj.	26 Proj.	39 Proj.	50 Proj.	50
Outcome Impact Description						
At least 50 veterans will receive treatment and services through the VA while prosecution is deferred to better serve the ends of justice.	50	13 Proj.	26 Proj.	39 Proj.	50 Proj.	50

PBO Recommendation:

The grant application is for funding to support the Travis County Veteran’s Court. This is the second year the department has applied for this state funding. The amount being requested is higher than last year due to the other state grant funding for this Court being reduced. PBO recommends approval of this application.

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?

It is the goal of the Travis County Veteran's court to link non-violent misdemeanor defendants to VA services, monitor their treatment compliance, and divert them from further criminal sanctions. The court will focus on those defendants with Post Traumatic Stress Disorders, Traumatic Brain Injury, and other mental health disorders that resulted from combat related experiences. 79% of offenders with mental health disorders have issues with substance abuse. It is anticipated that a large number of the Court's participants will need substance abuse intervention. The Veterans Commission Grant primarily funds substance abuse treatment for veterans participating in the Veterans Court Program.

Grant funding from the Veterans Commission was first awarded to the Travis County Veterans Court Program effective September 1, 2010. The Veterans Court held its first docket on November 10, 2010 and experienced the normal "ramp up" delays associated with any new program. Since the Travis County Veterans Court was regularly communicating with the Texas Veterans Commission regarding the court's progress, an extension was readily granted to extend the Texas Veterans Commission Grant for an additional four months (until December 31, 2011).

The Travis County Veterans Court Program is again requesting that the Veterans Commission Grant fund substance abuse treatment, defense attorney services, alcohol detection services, and staff training during the period between January 1, 2012 and

December 31st, 2012. It should be noted that a continuation grant application has also been submitted to the Governors Office Criminal Justice Division requesting the funding to continue the Veterans Court Program. The Governor's Office has been delayed with announcing their FY12 grant awards.

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

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

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

There is no county match for this grant.

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

This grant does not offer an indirect cost allocation at this time.

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

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

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

The Travis County Veterans Intervention Project Jail Survey report published in July, 2009 indicates that about 150 veterans are incarcerated in the Travis County Jail at any one time. About one-third of these veterans were arrested more than once during the 90 day survey period. It is anticipated that an increasing number of veterans will be returning from deployment to central Texas. It is hoped that with the collaboration of the local veteran's service delivery system and our Courts, this group of veterans can address their treatment needs and decrease the likelihood of their return to our jail.

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

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

Texas Veterans Commission Fund for Veterans' Assistance

Grant VI – August 2011

Grant Application

Applicant Organization Name:

TRAVIS COUNTY, TEXAS

Texas Veterans Commission
P.O. Box 12277
Austin, Texas 78711-2277
Phone: (512) 463-1157
E-mail: grants@tvc.state.tx.us
Web site: www.tvc.state.tx.us

Thank you for your interest in applying for a grant through the Texas Veterans Commission (TVC) Fund for Veterans' Assistance (FVA). The purpose of grants from the FVA is to address the needs of Veterans, their families and surviving spouses.

The information requested in this Grant Application is necessary for TVC to have an accurate understanding of your organization, proposed project and how it can address the needs of Veterans and their families. **The Commission has authorized TVC staff to reject incomplete, ineligible or inaccurate applications.** Therefore, if you have questions about information requested in this Grant Application, please consult the Application Instructions or contact FVA staff at grants@tvc.state.tx.us or by phone at (512) 463-1157.

The Grant Application is consistent with Commission rules and policies and, if your application is approved for funding, will allow the TVC to quickly develop the Grant Agreement. The Commission's action on Grant Applications is final.

The FVA staff is committed to providing a superior level of technical assistance throughout the application, award, reporting and closeout process. We look forward to working with all of you as we ensure that Texas Veterans and their families receive the first-class support they have earned through their service to our country.

Applicant Organization Information

Organization Name: Travis County Criminal Courts

Mailing Address: 509 W. 11th St suite 2.700

City: Austin

State: Tx

Zip Code: 78701

Physical Address (if different from mailing address):

Organization Telephone: 512-854-3829

Organization Website Address: www.co.travis.tx.us

Texas House of Representatives District Number(s) of where project services will be provided: 10, 21, 24.

Texas Senate District Number(s) of where project services will be provided: 14, 25.

Employer Identification Number: 74-6000192

Authorized Representative of Organization (representative with signature authority)

First Name: Samuel

Initial:

Last Name: Biscoe

Title: The Honorable Judge

Telephone: 512-854-9555

Fax: 512-854-9535

Email: sam.biscoe@co.travis.tx.us

Mailing Address (if different from organization mailing address): PO Box 1748

City: Austin

State: Tx

Zip Code: 78767

Applicant Contact for Grant Project

First Name: Jackson

Initial: W.

Last Name: Glass

Telephone: 512.854-3829

Fax: 512.854.4464

Email: jackson.glass@co.travis.tx.us

Mailing Address (if different from organization mailing address):

City:

State:

Zip Code:

Checklist of Required Attachments

Ensure that the documents listed below are included with the completed application package. **If a required attachment is not included, the application will not be considered complete.**

The following documents are required for **ALL** applicants, except Counties and Municipalities:

- Copy of cover page from the organization's general liability, professional liability and/or malpractice insurance.
- Copy of the IRS Federal Tax Exemption Letter.
- Copy of the Certificate of Filing from the Corporations Section of the Texas Secretary of State.
- Financial Documentation
An applicant must submit financial documents based on the amount of the grant request to show financial stability in order to be eligible for a grant award. Criteria for the determination of financial stability are specified in the Grant Instructions and in the FVA Fiscal Guidelines ([http://www.tvc.state.tx.us/images/uploads/about/FVA Fiscal Guidelines Final.pdf](http://www.tvc.state.tx.us/images/uploads/about/FVA_Fiscal_Guidelines_Final.pdf))

Amount of Grant Funds Requested	Required Financial Documents
\$500,000 - \$1,000,000	Most recent audit report, including the management letter
\$100,000 - \$499,999	Most recent audit report, including the management letter <u>or</u> independently reviewed financial statements
\$10,000 - \$99,999	Most recent audit report, including the management letter <u>or</u> independently reviewed financial statements <u>or</u> a compilation of financial statements (compilation report)

Grant Assurances

All applicants must agree to the following assurances. This page must be signed and dated by the Authorized Representative who can obligate this organization in a contractual agreement.

Applicant assures that:

1. It has read and understood the FVA Fiscal Guidelines.
2. It will restrict the use of TVC grant funds to activities and/or purposes that are authorized under the grant agreement.
3. It will comply with applicable laws including those pertaining to anti-discrimination measures for employment and services.
4. It will, upon request, cooperate with all data collection and evaluation activities undertaken by the Texas Veterans Commission and give any authorized representative of the State of Texas (i.e., State Auditor's Office) access to any copies of all financial records, books, papers, or documents at no cost to the TVC.
5. It understands and agrees that the Commission may, in its sole discretion, grant funds in greater or lesser amounts and/or for greater or lesser periods of time than requested in this application.
6. It understands and agrees that the application, once received by the Commission, becomes the property of the Commission, and any or all ideas contained therein may be used by the Commission.
7. It will provide written reports detailing the use of TVC grant funds consistent with the proposed use described in the grant agreement.
8. It will promptly notify the Texas Veterans Commission if any organizational or project changes occur such that information contained in its grant agreement is no longer correct, or that would render the organization ineligible for a TVC grant award.
9. It will not use any TVC grant funds for the purpose of lobbying as defined in Chapter 305 of the Texas Government Code.
10. It will comply with state and federal laws, regulations, rules, and agency policies, and all applicable OMB Circulars.
11. It will maintain its tax exempt status under Section 501 of the Internal Revenue Code of 1954, for the life of the grant, and will notify TVC immediately if such status changes.

I have read these assurances and understand that the grant will be subject to these assurances if this application is approved for funding. I certify that the applicant will comply with these assurances if the application is approved.

Authorized Representative Signature

Date

Applicant Organization Name: Travis County Veterans Court

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Part 1: Organization Information

1.1 Organization Overview

Write a brief description of the organization, including (1) your organization's mission statement, (2) major programs and/or services provided by your organization, and (3) how long your organization has provided services to veterans in Texas. (300 words maximum)

The mission of the Travis County Criminal Courts is to provide a judicial forum in which conflicts can be resolved and criminal laws can be enforced. In addition to operating the 13 general jurisdiction Criminal District and County Courts, the Travis County Criminal Courts Department operates 4 specialty courts: Veterans Court, Drug Court, Domestic Violence Court and Mental Health Court.

The Veterans Court serves veterans who have been arrested and who have also been assessed as having one or more of the following conditions: a Traumatic Brain Injury (TBI), Post Traumatic Stress Disorder (PTSD), or other psychological issues, such as depression or anxiety, related to their military service in a combat theater. They are also assessed for substance abuse and other issues that may increase their risk to the community and to themselves. In addition to being connected with services at the V. A., veteran participants are also frequently referred to community resources for substance abuse treatment, employment assistance, and peer support. In some cases, veterans are paired with other veterans who serve as volunteer mentors to assist them with navigating the VA system and accessing supportive services for veterans.

The Veterans Court held its first docket on November 10, 2010 and has grown steadily. It is currently on pace to meet or exceed the first year goal of serving 25 veterans with combat related injuries and/or mental health disorders.

1.2 Organizational Structure

Please describe your organization's structure and include or attach a list of board members. Also, provide a short description of the background of key staff. (500 words maximum)

The Veterans Court is operated by the office of the Criminal Courts Administration, which is led by Director Debra Hale. Ms. Hale has 25 years of experience in the criminal justice field.

The Veterans Court Program Manager is Jackson Glass, MEd., LCDC. Mr. Glass has worked in the criminal justice field for 32 years. He has spent most of that time involved in treatment and rehabilitation services, including 10 years as a probation officer in Tarrant County, over 8 years as a chemical dependency counselor with the Superior Court in Washington, DC, 10 years as the program manager of the Travis County CSCD SMART program and 2 years as the manager of the CSCD outpatient treatment facility, the Counseling Center, which he developed and staffed.

The Veterans Court Caseworker, Jolene Grajczyk, MS.Ed, LCDC. Miss Grajczyk is a 23 year veteran of the United States Air Force. She has worked in the criminal justice field for 8 years. During this time she worked with offenders struggling with addiction in a prison setting, residential setting and outpatient treatment program setting.

1.3 Partnerships

Please list partner agencies and/or organizations and describe how you coordinate services with them. (300 words maximum)

The Veterans Court operates as a separate entity, although it works in collaboration with the Veterans Administration to help veterans obtain diagnoses , appropriate treatment and other supportive services.

1.4 Other Grants

Please list other grants received by your organization within the last three (3) years in the table below.

Grantor Agency	Grant Amount	Begin Date	End Date	Summary of Grant Project
Governor's Office CJD	\$166,003	9-1-10	8-31-11	Establishment of a Veterans Court to assist veterans experiencing Traumatic Brain Injuries, Post Traumatic Stress Disorder, or other psychological disorders related to military deployment to combat or high risk areas.

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Part 2: Grant Project Information

2.1 Grant Project Service Category

Please check the service category box that best describes the primary focus of the proposed project. Refer to the Grant Instructions for definitions of the following categories.

- Financial Assistance
- Homeless/Housing
- Counseling
- Transportation
- Employment
- Family Services
- Legal
- Referral
- Supportive Services
- Other – (please explain in 1-2 words)

2.2 Project Summary

Provide a summary of the proposed project. (100 words maximum)

The Travis County Veterans Court program assists honorably discharged veterans arrested in Travis County who are experiencing mental health issues, such as Post Traumatic Stress Disorder (PTSD), depression, anxiety, etc., and/or Traumatic Brain Injuries (TBI), resulting from their military service in combat or in a dangerous military environment. Veterans Court staff identify those individuals who meet the criteria and link them with the Veterans Administration so they may obtain proper diagnoses and treatment services necessary to reduce their risk of re-offending and endangering the public, as well as themselves. Following the National Drug Court model, the Veterans Court utilizes the 10 key components of effective courts and regular judicial contact to support the participant's motivation for change and continued involvement in treatment efforts that lead to a reduction of risk for recidivism and self-harm.

2.3 Geographic Service Area

Regions

Please check all regions in which services will be provided through the proposed project. Refer to the Grant Instructions for the FVA Region Map and County List.

- 1. Panhandle, South Plains, West Central Texas
- 2. Permian Basin, Rio Grande Region
- 3. Concho Valley, Middle Rio Grande, Alamo
- 4. South Texas, Tip of Texas, Coastal Bend, Golden Crescent
- 5. Gulf Coast
- 6. South Central Texas
- 7. North East Texas, East Texas, Deep East Texas, South East Texas
- 8. North Texas, North Central Texas – Fort Worth, North Central Texas – Dallas, Texoma
- 9. Statewide

Counties

Please list all counties to be served by the proposed project. If the service area covers the entire state, list "statewide."

Travis.

2.4 Eligibility Definition

Please provide definitions of who will be eligible to participate in the project (veteran, dependent, family member, etc.) and how you will verify eligibility. (100 word maximum)

In order to be eligible for the Veterans Court program, veterans or active duty service men and women must have been deployed to a combat zone or other region that poses a high level of risk. They must be diagnosed with at least one of the following: Traumatic Brain Injury (TBI), Post Traumatic Stress Disorder (PTSD), or a mental health disorder related to their military service as described above.

Verification of their military service, as well as their deployment to a combat or dangerous region, is verified by the Veterans Administration. A diagnosis of TBI, PTSD or other mental health disorder is done through an evaluation by the Veterans Administration, which is then documented by the evaluating physician/psychiatrist. A copy of this documentation is obtained from the VA, or in cases of active duty service members, from the medical records of the military branch in which the individual is serving.

Part 3: Reporting and Management

Organizations receiving funding will be required to periodically report project activity and expenditures as outlined in their Grant Agreement. Project progress will be measured using Commission-established benchmarks. Organizations unable to meet benchmarks will be subject to Corrective Action.

Expenditure and Performance Benchmarks are as follows:

Grant Period Elapsed	Portion of Total Award to be Expended	Portion of Required Performance Measures Met
25%	15%	15%
50%	40%	40%
75%	70%	70%

3.1 Performance Measures

Organizations receiving grant funds will calculate performance by counting each veteran, their dependents, and survivors that receive grant-funded service. The aggregate number of veterans, dependents and survivors will be reported periodically to TVC using the Monthly Performance and Expenditure Report Form. **Projected performance** should reflect the total number of veterans, dependents and survivors that the applicant organization anticipates serving throughout the grant term through the proposed project. Please list projected performance and the tool by which numbers served will be measured in the table below. If the proposed project will not serve one of the categories, please list "N/A." *Refer to Grant Instructions for detailed directions.*

Performance Measure/Deliverable	Tool Used to Measure Performance	Projected Performance/Result for the Grant Period
Number of veterans served. (Required performance measure for all applicants.)	Veterans Court database system.	At least 40 identified veterans will receive mental health and/or substance abuse treatment through the VA or community resources while prosecution is deferred to better serve the ends of justice.
Number of dependents served. (Required performance measure if served.)	N/A	N/A
Number of veterans' surviving spouses served. (Required performance measure if served.)	N/A	N/A

If applicable, please list any additional performance measures in the table below.

Additional Performance Measure/Deliverable	Tool Used to Measure Performance	Projected Performance/Result for the Grant Period (% or #)
Number of combat veterans linked with VA services	Client's file and VA records	50

Number of veterans screened for eligibility for Veterans Court.	Review arrest records, VA status, and offense information for preliminary eligibility for admission and for referral to VA for clinical assessment.	350
Number of Veterans Assessed for TBI, PTSD or other combat related mental health disorders	VA Assessment form documenting psychiatric exam results and client files	50

3.2 Performance Reporting

Please describe how each Performance Measure listed in the Performance Measures Table above allows you to measure the success of the project and which project goals are met, explain the tools and methods used to measure and monitor performance (including any specific software, program, or database used), and how each projected performance result is determined. (300 words maximum)

The Veterans Court utilizes a database system called Referral and Client Management System (RACMS) to maintain records of all cases referred, assessed, accepted, rejected and discharged from the program. This system provides reports documenting the numbers needed to measure figures indicative of program progress and success, such as number of veterans referred, accepted and completing the program.

RACMS also allows the staff to enter notes documenting each veteran's linkage to VA and community resources.

The Veterans Court staff utilize a daily report called a bonnell report that identifies all veterans booked into the Travis County jail the day prior to each report. This bonnell report is used to identify potential court participants who may then be further screened for eligibility for the court.

Furthermore, the VA psychiatrist who performs the mental health assessments completes a form documenting their diagnoses. This form is forwarded to the Veterans Court staff by the Veterans Justice Outreach Specialist.

3.3 Fiscal Reporting

Please describe your plan, policies, and/or procedures for grant fiscal management and how reporting activities will be managed and monitored. Describe your fiscal management system, including software used. (300 words maximum)

Travis County has implemented a shared responsibility agreement between the department receiving the grant and the Travis County Auditor's Office. The department receiving the grant award is responsible for the following roles (including but not limited to):

- Assign an employee to act as grant coordinator to manage the day to day operations of the grant and ensure that all requirements are met. Grant coordinator will be the point of contact with all other Offices/Departments in the County and the sub-recipients and vendors.
- Establish proper policies and procedures to ensure that all grant requirements can be met in a timely and efficient manner.
- Monitor internal controls to assure funds are properly expended and documented.
- Ensure compliance with statutes, regulations and grant terms and conditions.

The Travis County Auditor's Office is responsible for monitoring compliance with the financial provisions of the grant, as well as the financial reporting of the grant. It is the County Auditor's Office's responsibility to determine whether the grant is in compliance with the grant

agreement and grant regulations from a financial perspective. As such, the Auditor's Office is responsible for (including but not limited to):

- Audit the grant for financial compliance with federal, state, and local laws, rules & regulations, including compliance with the requirements of OMB Circular A-133, and provisions of grants and contracts relating to the County's operations.
- Prepare financial reports submitted to granting agencies on a monthly, quarterly and annual basis.
- Prepare the Schedule of Expenditures of Federal and State Awards (Single Audit Report) in accordance with the requirements of OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and the State of Texas Governor's Office of Budget and Planning "Uniform Grant and Contract Management Standards" (county-wide consolidated report).
- Arrange for independent audits as required by the awarding agency or OMB Circular A-133.
- Travis County currently uses H.T.E. , an IBM AS400 based financial system, but is in the process of implementing SAP with a Go-Live date of April 2012.

3.4 Sustainability Plan

Describe the plan for continuing the project after the grant period ends. Also, describe the organization's commitment to continuing the grant project using existing financial or other resources. (300 words maximum)

The Travis County Criminal Courts will submit an application to the Governor's Office for continued funding of this program. Furthermore, a request to reserve funding by The Travis County Commissioners Court will be submitted in the event that continued funding is not granted.

Part 4: Budget and Budget Narrative

4.1. Budget Summary and Tables

Enter the amount of Project Costs in Column A. Enter the amount of Administrative Costs in Column B. The Total Budget Column (Column C) is the sum of Project Costs *plus* Administrative Costs. *Please refer to the Grant Instructions for detailed directions.*

Program Period: 1/1/2012 - 12/31/2012 (list if different from 1/1/2012-12/31/2012)
Amount of Grant Funds Requested: \$60,050
Administrative Cost Percentage: 0% (cannot exceed 7%)
Indirect Cost Rate/Cost Allocation Plan: Does your organization have a Cost Allocation Plan? Y N
 If yes, please include a copy with the Grant Application packet.

Budget Table 1		Column A	Column B	Column C (Col A + Col B)
	Cost Category	Project Costs	Admin Costs	Total Budget
A	PERSONNEL COSTS (Provide detail on Budget Table 2)			
1	Salaries and Wages	\$	\$	\$
2	Employee Benefits	\$	\$	\$
3	Total Personnel Costs	\$	\$	\$
B	NON-PERSONNEL COSTS			
1	Client Services (including counseling, support such as rental assistance, bill payments, etc., transportation, and contracted services, including contract personnel providing services to clients)	\$55,050	\$	\$55,050
2	Equipment – not capitalized	\$	\$	\$
3	Repairs and Maintenance	\$	\$	\$
4	Rental of Space/Facilities	\$	\$	\$
5	Supplies and Materials	\$	\$	\$
6	Utilities	\$	\$	\$
7	Employee Travel	\$5,000	\$	\$5,000
8	Other – (Provide detail on Budget Table 3)	\$	\$	\$
9	Total Non-Personnel Costs	\$60,050	\$	\$60,050

C	TOTAL BUDGET	\$60,050	\$	\$60,050
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Budget Table 2: Personnel Costs						
Breakdown		Column A	Column B	Column C	Column D	Column E
Totals MUST tie to A-B Total Personnel Costs - Budget Table 1						(Col B + Col D)
Position Title (List each position individually)	% time allocated to grant	Salaries & Wages Admin Cost	Annual Salaries & Wages (includes Admin Cost)	Employee Benefits Admin Cost	Annual Employee Benefits (includes Admin Cost)	Total Annual Salary + Fringe
	%	\$	\$	\$	\$	\$
	%	\$	\$	\$	\$	\$
	%	\$	\$	\$	\$	\$
	%	\$	\$	\$	\$	\$
	%	\$	\$	\$	\$	\$
	%	\$	\$	\$	\$	\$
	%	\$	\$	\$	\$	\$
	%	\$	\$	\$	\$	\$
	%	\$	\$	\$	\$	\$
	%	\$	\$	\$	\$	\$
	%	\$	\$	\$	\$	\$
TOTAL		\$	\$	\$	\$	\$

Budget Table 3: Breakdown of "Other"				
List each item in the "Other" category individually in the table below		Column A	Column B	Column C (Col A + Col B)
		Project Costs	Admin Costs	Total Budget
1		\$	\$	\$
2		\$	\$	\$
3		\$	\$	\$
4		\$	\$	\$
5		\$	\$	\$
6		\$	\$	\$
7		\$	\$	\$
8		\$	\$	\$
TOTAL		\$	\$	\$

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4.2 Budget Narrative

The Budget Narrative MUST include a description of each line-item in Budget Table 1, 2 and 3 and MUST also include a calculation showing how you arrived at the budgeted amount for each line item. REMINDER – include all administrative costs that are included in the budget tables. *Please refer to the Grant Instructions for detailed directions.*

Personnel Costs

A.1 Salaries and Wages (list each position included in Budget Table 2 Personnel Breakdown)
N/A

A.2 Employee Benefits (list each position included in Budget Table 2 Personnel Breakdown)
N/A

Non-Personnel Costs

B.1 Client Services

Client services will fund three types of services for veterans: #1. substance abuse intensive outpatient treatment and aftercare for 25 veterans unable to access treatment through the VA (25 veterans x \$1,732 = \$43,300); #2. court appointed attorney fees for a defense attorney to represent participants in court/staffing sessions (4 hours per week for 50 weeks x \$40/hour = \$8,000); #3. Secure Remote Alcohol Monitoring (SRAM) ankle bracelets to detect alcohol use for 15 participants (\$250 for one month x 15 = \$3,750).

B.2 Equipment

B.3 Repairs and Maintenance

B.4 Rental of Space/Facilities

B.5 Supplies and Materials

B.6 Utilities

B.7 Employee Travel

Travel and training expenses to attend the National Association of Drug Court Professionals for Veterans Court Manager and the Caseworker (\$2,500 x 2 staff = \$5,000).

B.8 Other (list each item included in Budget Table 3 Breakdown of B.8 Other)

Please note if applicant has attached a Cost Allocation Plan.

Part 5: Statement of Work

Statement of Work MUST include the following: 1) a detailed description of the project including services to be provided and goals of the project, 2) how the organization determined/assessed the need(s) for the project within the geographic area of service; 3) how the project meets that determined need(s); 4) how the organization will target/reach veterans to provide the services of the project. *Please refer to the Grant Instructions for detailed directions.* (Total 2,500 words maximum)

5.1 Detailed Description

Please provide a detailed description of the project including the services to be provided and the goals of the project.

The Travis County Veterans Court will address veterans arrested for misdemeanor non-violent offenses. Participants in the court docket should be eligible for Veterans Administration treatment options linked primarily to Post Traumatic Stress Disorder, Traumatic Brain Injury, or mental health disorders. In lieu of a final conviction, participants will be allowed to complete a court supervised treatment program. Each participant will have an individualized treatment plan which will address mental health and/or substance abuse issues, as well as other issues that may impact their successful adjustment in the community. Regular judicial intervention will support the participant's continued involvement in treatment. Aside from VA treatment, participants will be asked to agree to drug testing and/or alcohol monitoring, when appropriate, attendance at support group meetings, and other individual or group counseling as deemed appropriate. Participants may be linked with peer mentors who can assist with issues of readjusting to civilian life and navigating through the VA treatment/benefit system. It is the objective that, through collaboration between local veterans service delivery systems and the Travis County Courts, this group of veterans can address their treatment needs and decrease the likelihood of re-offending and engaging in behavior that puts themselves or others at risk.

The Travis County Veterans Court plans to screen at least 350 veterans for preliminary eligibility to participate in the program, and to link at least 50 combat veterans to VA services, regardless of their eligibility for the court. The goal is to accept and serve 40 active participants in the Veterans Court by the end of FY12.

The Veterans Commission grant funds will be used for intensive treatment for participants unable to access Veterans Administration services due to conflicts with employment and/or school schedules. Additionally, grant funds will be used to fund alcohol detection equipment for 15 veterans during the grant term as well as defense attorney services for the program participants.

Finally, the Veterans Commission funds will be used to send the Veterans Court Manager and Caseworker the annual training provided by the National Association of Drug Court Professionals.

5.2 Need Determined

Please provide a description of how your organization determined, identified, and assessed a need(s) for the project within the area of service.

The need for a Veterans Court was established after a research project that captured the number of veterans processed into the Travis County jail during one 90 day period in 2009. That Survey Report, published in July, 2009, indicated that about 150 veterans are incarcerated in the Travis County Jail at any one time. About one-third of these veterans were arrested more than once during the 90 day

survey period. 73% of the cases during this period were misdemeanor offenses. Of this group, 65% of the arrested veterans were not linked to VA services. This data supported the need to address our arrested veterans, many of whom are not utilizing VA services. Also, nationwide data indicates that about 79% of offenders with mental health disorders, such as these, have co-occurring substance abuse problems. A very high number of the Court's participants need substance abuse intervention in addition to treatment for their mental health issues. Furthermore, according to military figures, hundreds of soldiers are expected to return to the Central Texas region over the next year. Many of these returning service members will return with TBIs, PTSD or other mental health needs related to their deployment(s) and will often wind up in the criminal justice system. Each of those who would benefit from the support of the Veterans Court program.

5.3 Need Met

Please describe how the project meets identified need(s).

The Veterans Court meets the needs of the veteran community by identifying those who may pose the greatest risk to the community and to themselves, by linking them with supportive services offered by the VA and other community resources, engaging them in treatment and enhancing their motivation to continue in the treatment process in order to reduce their risk level.

5.4 Outreach

Please describe how your organization will target and reach veterans to provide project services. Each morning, the Veterans Court manager and caseworker will obtain a list of all veterans booked into the Travis County jail for the preceding 24 hour period. They will then contact the V.A.'s Veterans Justice Outreach Specialist (VJOS) to verify the individual's veteran status and eligibility for VA services. The manager and caseworker will then contact the veteran and/or his/her attorney to provide them with information regarding the Veterans Court program.

Part 6: Current or Previous FVA Grantees

This section is to be completed only by organizations that currently have or have previously had an FVA grant. *Refer to the Grant Instructions for detailed directions.*

6.1 Previous Grant Contract Number

FVA_11_0022

6.2 Amount Previously Awarded

\$40,000

6.3 Grant Period Dates

9/01/10 - 08/31/11 with a 4 month extension until 12/31/11

6.4 Benchmarks

Performance

Did you meet your performance benchmarks? Yes No

If no, please explain why. (250 words maximum)

The court initially hoped to accept 25 veterans into the program during its first year. As of August 1, 2011, the court is on target to meet and probably exceed that goal by August 31.

Expenditure

Did you meet your expenditure benchmarks? Yes No

If no, please explain why. (250 words maximum)

The Travis County Veterans Court did not utilize all of the grant money allocated by the end of the original grant period. This was primarily due to the fact that the court did not get started until November 10, 2010. Since this was a brand new court, we experienced a normal lag time before we began to receive referrals for the program. As the court progressed, referrals began to increase significantly. Travis County requested, and was granted, an extension of its grant through December 31, 2011.

6.5 Grant Successes and Challenges

Please provide a detailed description of the success and challenges of your FVA grant-funded project. (300 words maximum)

The Travis County Veterans Court has been successful in meeting its goals of serving at least 25 veterans and linking veterans returning from combat with services to help them cope with the lasting effects of their service. Through the cooperation of the County Attorney's Office, the Veterans Administration, Court Administration and Austin Recovery, we have been able to develop a structure for ensuring that every veteran meeting our criteria is screened and, where appropriate, provided with an assessment by the VA. In so doing, we have helped these veterans access treatment, VA benefits and other services that they need and are entitled to. As a result, we have been able to help many combat veterans overcome some of the obstacles that they have faced as they transition back into civilian life.

We have learned that there are numerous organizations that support veterans causes and that by partnering with them, we can provide our returning veterans with a comprehensive menu of support to help them meet their personal challenges. By providing them with the same level of

commitment that they displayed in serving their country, we are able to help these veterans overcome the often debilitating effects of deployment into a combat zone.

We have learned many lessons over the past year as we began our project. First is that having a judge who is a veteran and understands the military culture creates a level of trust that is crucial to motivating court participants to face their challenges head on. We have learned that providing positive reinforcement helps veterans maintain their dignity and feel more successful about their recovery process and enhances their motivation.

We have also learned that the Veterans Court's success is enhanced by the commitment and support of local organizations, such as the Veterans Intervention Project committee, co-chaired by Travis County Constables Maria Canchola and Bruce Elfant. Having community advocates not only keeps our program in the spotlight, but also enhances our ability to garner the support of community agencies who we can partner with in our mission to help our local veterans.

Additionally, the Veterans Court has received positive publicity from the local press, including television news coverage. Perhaps the most compelling sign of success has come from the veterans themselves. As they begin to heal as a result of getting treatment for their psychological wounds, many have express their gratitude. One veteran recently sent an email in which he stated, "I just want to say thank you again for allowing me to go through the Veteran's Court program. It's honestly probably the best thing that's ever happened to me. Just by going to Austin Recovery for the past 5 weeks, I have been accomplishing so much, and feeling better about myself. I truly appreciate everything you, and everyone involved has done for all of us in the program."

GRANT SUMMARY SHEET

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

Department/Division:	58/54
Contact Person/Title:	Lisa Sindermann / Contract Compliance Specialist
Phone Number:	541-8339

Grant Title:	Emergency Food and Shelter Program Phase 29			
Grant Period:	From:	1/1/2011	To:	12/31/2011
Grantor:	Local Board of Emergency Food and Shelter Program			
American Recovery and Reinvestment Act (ARRA) Grant	Yes:	<input type="checkbox"/>	No:	<input checked="" type="checkbox"/>

Check One:	New: <input type="checkbox"/>	Continuation: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	One-Time Award: <input type="checkbox"/>	Ongoing Award: <input checked="" type="checkbox"/>	
Type of Payment:	Advance: <input checked="" type="checkbox"/>	Reimbursement: <input type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:						\$0
Operating:	111,839					111,839
Capital Equipment:						0
Indirect Costs:						0
Total:	\$111,839	\$0	\$0	\$0	\$0	\$111,839
FTEs:	0.00					0.00

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

Performance Measures Applicable Depart. Measures	Projected FY 11 Measure	Progress To Date:				Projected FY 12 Measure
		12/31/10	3/31/11	6/31/11	9/30/11	
# of Households receiving utility assistance	12,392	3,113	3,093 projected	3,093 projected	3,093 projected	12,392
Measures For Grant						
# of Households receiving utility assistance from the Emergency Food and Shelter Program	571	NA for this program period	143 projected	143 projected	143 projected	571

Outcome Impact Description	Assist households who are experiencing an economic emergency. The department assists these households by paying the highest one month amount still owed of each of the household's utility (electricity, gas, water or propane) bills.					
Outcome Impact Description						
Outcome Impact Description						

PBO Recommendation:

This application request was first approved by Commissioners Court in early March 2011. The department now needs approval of the Local Recipient Organization Certification form that is required at the beginning of each funding cycle. PBO recommends approval.

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

As an existing program, these funds will continue to be used to provide emergency utility assistance to qualified Travis County residents. These grant funds are sometimes used in conjunction with other utility assistance program providing a higher level of assistance to further the client's energy self-sufficiency. The original application for this grant was approved by Commissioners Court on March 8, 2011. The Local Board of the Travis County and surrounding area (funding source) is requesting approval of the Local Recipient Organization Certification form. The funds for this program have finally been approved by Congress and the local board will announce the distribution of the grant funds in the near future. At this time, the department understands the allocation to the Local Board is approximately \$190,000 less than received in the 2010 grant period, which in turn could mean a lower award amount than anticipated on grant's application.

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

Existing staff will perform eligibility determination and vendor payment processing. No additional funds are required.

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

No County match is required.

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

The application indicates that agencies are strongly encouraged to use all of the requested funds for direct client services. Keeping that intent, the funds awarded to Travis County in this Phase 29 will be used only for direct client assistance.

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

Yes

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

N/A

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

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Travis County Health and Human Services & Veterans Service department Family Support Services division staff will continue to provide client interviews for eligibility determination of this program and the other programs available. This program funding assists the department in meeting the needs of clients who are experiencing an economic crisis and need assistance meeting their household utility obligations.



RECEIVED

11 AUG -8 PM 3: 59

TRAVIS COUNTY
PLANNING & BUDGET OFFICE

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

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

Date: August 8, 2011

TO: MEMBERS OF THE COMMISSIONERS COURT

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

SUBJECT: Acceptance of 2011 Emergency Food and Shelter Program Phase 29
Application Local Recipient Organization Certification form

Proposed Motion: Consider and take appropriate action to approve the 2011 Phase 29 grant application Local Recipient Organization Certification form of the Emergency Food and Shelter Program

Summary and Staff Recommendation: Staff requests the acceptance and approval of the Local Recipient Organization Certification form for the Phase 29 grant period. The original application for this grant was approved by the Commissioners Court on March 8, 2011. The Local Board of the Travis County and surrounding area is requesting approval of this certification form to complete its process before awarding allocations to recipients. The funds for this program were approved by Congress recently, and the allocation the local board has received is approximately \$190,000 less than the 2010 amount. Travis County should receive the announcement of its funding distribution in the near future. The requested amount equals the total award received in the 2010 grant period. The funds awarded for this grant are used to provide emergency utility assistance for Travis County's low-income individuals and families who have an income at or below 200% of the current Federal Poverty Income Guidelines.

Budgetary and Fiscal Impact: The awarded grant funds will be budgeted in the utility assistance line item established for this fund. No matching funds are required. The contract period was 01-01-10 through 12-31-10.

Issues and Opportunities: The department has participated in this program for a number of years and within the current program period has assisted 571 households with their utility bills. Other agencies receiving funds for this program use their funding to provide food, shelter and rental assistance for clients. Through coordinating efforts with these agencies with regard to their use of funding as well as ours, duplication of services is prevented and assistance is given in a more efficient and effective manner.

We will use all the Emergency Food and Shelter Program funds for direct assistance to clients. These funds are used to supplement the Federal, State, and local grant funds to enable the department to extend utility assistance to indigent individuals and families who seek aid from the department.

cc: Rodney Rhoades, Executive Manager, Planning and Budget Office
Diana Ramirez, Budget Analyst, Planning and Budget Office
Susan Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Ellen Heath, Financial Analyst III, County Auditors
Cyd Grimes, CPM, Travis County Purchasing Agent
Mary Etta Gerhardt, Assistant County Attorney
Jim Lehrman, Social Services Director, Family Support Services

LOCAL RECIPIENT ORGANIZATION CERTIFICATION

All LROs must sign the certification at the beginning of each funding cycle. The certification must be retained by the Local Board.

As a recipient of Emergency Food and Shelter National Board Program (EFSP) funds made available for Phase 29 and as the duly authorized representative of Travis County through Travis County
 I certify that my public or private organization: (NAME OF LRO)

Please check **Has read, understands and agrees to abide by the EFSP Phase 29 Responsibilities and Requirements Manual.**

Health and Human Services & Veterans Sv

- Is not debarred or suspended from receiving Federal funds,
- Has the capability to provide emergency food and/or shelter services
- Will use funds to supplement/extend existing resources and not to substitute or reimburse ongoing programs and services,
- Is nonprofit or an agency of government,
- Will not use EFSP funds as a cost-match for other Federal funds or programs,
- Has an accounting system, and will pay all vendors by an approved method of payment,
- Conduct an independent annual review if receiving \$25,000-\$49,999/an independent annual audit if receiving \$50,000 or more in EFSP funds, and an OMB Circular A-133 if receiving \$500,000 or more in Federal funding,
- Has not received an adverse or no opinion audit,
- Understands that cash payments (including petty cash) are not eligible under EFSP,
- Has provided a Federal Employer Identification Number (FEIN) to EFSP,
- Has provided a Data Universal Number System (DUNS) number issued by Dun & Bradstreet (D&B) and required associated information to EFSP,
- Practices non-discrimination (agencies with a religious affiliation, will not refuse service to an applicant based on religion, nor engage in religious proselytizing or religious counseling in any program receiving Federal funds),
- Will not charge a fee to clients for EFSP funded services,
- Has a voluntary board if private, not-for-profit,
- Will comply with the Phase 29 Responsibilities & Requirements Manual, particularly the Eligible and Ineligible Costs section, and will inform appropriate staff or volunteers of EFSP requirements,
- Will provide all required reports to the Local Board in a timely manner; (i.e., Second Payment/Interim Request and Final Reports),
- Will expend monies only on eligible costs and keep complete documentation (copies of canceled LRO checks -- front and back, invoices, receipts, etc.) on all expenditures for a minimum of three years after end-of-program date, and for compliance issues until resolved.
- Will spend all funds and close-out the program by my jurisdiction's selected end-of-program date and return any unused funds to the National Board (\$5.00 or more; checks made payable to United Way Worldwide/Emergency Food and Shelter National Board Program, 701 North Fairfax Street, Suite 310, Alexandria, VA 22314),
- Will provide complete, accurate documentation of expenses to the Local Board, if requested, following my jurisdiction's selected end-of-program date,
- Will comply with the Office of Management and Budget Circular A-133 if expending \$500,000 or more in Federal funds,
- Will comply with lobbying prohibition certification and disclosure of lobbying activities if receiving \$100,000 or more in EFSP funds, if applicable, and
- Has no known EFSP compliance exceptions in this or any other jurisdiction.

BY: Signature: _____ Print Name: Samuel T. Biscoe

Title: Travis County Judge Date: _____

LRO ID#: 782400-002 FEIN#: 74-6000192 DUNS #: 030908842

Address: P. O. Box 1748

City/State/Zip: Austin, TX 78767

Phone #: (512) 854-4100 Fax #: (512) 279-2197

Email Address: Jim.lehrman@co.travis.tx.us

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GRANT SUMMARY SHEET

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

Department/Division:	Information Technology Services
Contact Person/Title:	Sandra Gottner/Project Manager
Phone Number:	854-4836

Grant Title:	SAVNS Statewide Automated Victim Notification Service		
Grant Period:	From:	9/1/2011	To: 8/31/2012
Grantor:	Attorney General of Texas		
American Recovery and Reinvestment Act (ARRA) Grant	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	

Check One:	New: <input type="checkbox"/>	Continuation: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	One-Time Award: <input checked="" type="checkbox"/>	Ongoing Award: <input type="checkbox"/>	
Type of Payment:	Advance: <input type="checkbox"/>	Reimbursement: <input checked="" type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:						\$0
Operating:		26,333				26,333
Capital Equipment:						0
Indirect Costs:						0
Total:	\$0	\$26,333	\$0	\$0	\$0	\$26,333
FTEs:						0.00

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	D.B.	DeDe Bell
County Attorney	<input checked="" type="checkbox"/>	B.W.	Barbara Wilson

Performance Measures	Projected FY 11 Measure	Progress To Date:				Projected FY 12 Measure
		12/31/10	3/31/11	6/30/11	9/30/11	
Applicable Depart. Measures	Yes					Yes
Provide Access for Victims	Yes					Yes
Measures For Grant						
Provide Offender Data to Appriss via Data Load	Every 15 minutes	Yes	Yes	Yes	Yes	Every 15 minutes
Victim Registrations	1,400	368	415	460	430	1800
Outcome Impact Description	Victim registrations for victims of Travis County Jail offenders					
Victim Notifications	2,120	599	556	677	672	2600
Outcome Impact Description	Phone, email, and letter notification events to victims of Travis County Jail offenders					
Offender Inquiries	2,660,000	655,989	658,130	687,273	686,579	2,548,500
Outcome Impact Description	Online and phone inquiries State-wide for all agencies					

PBO Recommendation:

PBO recommends approval of this grant contract.

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

This grant will provide for the reimbursement of costs associated with Travis County's continuing participation in the Statewide Automated Victim Notification Service (SAVNS). This system, similar to the current VINE system will allow for victims to access information as well as receive automatic notification of a change in the status of an offender.

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

The department is committed to providing access to inmate data to the state through the contract vendor for access to victims. Current indication is that withstanding any revision to the funding provided to the state, the program will continue.

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

No matching funds are required as the county is only seeking reimbursement of costs associated with vendor fees.

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

N/A

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.

There is no formal commitment required of the County to continue this grant.

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

Continuing program.

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.

Currently offender information and notification are provided through the VINE system which Travis County, and several other counties, piloted throughout the state. With the success of these programs the decision was made to provide statewide participation under the new system. This will allow a victim to access an all-inclusive system from one toll-free number or on-line rather than having only partial coverage from participating counties, all with different ways to access the information.

VINE STATISTICS REPORT for 10/01/2010 through 9/30/2011

On All Subject Types For TRAVIS COUNTY JAIL
Last Updated On 08/08/2011

Month	PHONE EVENTS							EMAIL EVENTS				LETTER EVENTS							
	Phone Searches	VINEWatch Searches	VINELink Searches	Total Searches (a) **	Phone Calls In	Phone Calls Out	Total Phone Calls	Confirmed Phone Events	Unconfirmed Phone Events	Total Phone Events (b)	Delivered Email Events	Undelivered Email Events	Total Email Events (b)	Printed Letter Events	Unprinted Letter Events	Deleted Letter Events	Total Letter Events (b)	New Registrations (c)	Running Total Registrations
Oct-2011	69,829	21,603	138,103	229,535	57,156	951	58,107	55	45	100	46	-	46	-	89	-	89	141	141
Nov-2011	63,090	19,576	133,648	216,314	52,104	820	52,924	51	26	77	33	1	34	-	63	-	63	114	255
Dec-2011	60,682	18,142	131,316	210,140	50,007	625	50,632	50	32	82	36	-	36	-	72	-	72	113	368
Totals	193,601	59,321	403,067	655,989	159,267	2,396	161,663	156	103	259	115	1	116	-	224	-	224	368	

1st QTR
Total Searches ** 655,989 (a)
Total Notifications 599 (b)
Total Registrations 368 (c)

Month	PHONE EVENTS							EMAIL EVENTS				LETTER EVENTS							
	Phone Searches	VINEWatch Searches	VINELink Searches	Total Searches (a) **	Phone Calls In	Phone Calls Out	Total Phone Calls	Confirmed Phone Events	Unconfirmed Phone Events	Total Phone Events (b)	Delivered Email Events	Undelivered Email Events	Total Email Events (b)	Printed Letter Events	Unprinted Letter Events	Deleted Letter Events	Total Letter Events (b)	New Registrations (c)	Running Total Registrations
Jan-2011	63,348	19,793	145,966	229,107	52,727	739	53,466	37	32	69	37	-	37	-	68	-	68	128	128
Feb-2011	51,751	17,139	123,181	192,071	43,227	560	43,787	43	29	72	34	-	34	-	60	-	60	134	262
Mar-2011	60,096	20,014	156,842	236,952	50,344	774	51,118	61	33	94	45	-	45	-	77	-	77	153	415
Totals	175,195	56,946	425,989	658,130	146,298	2,073	148,371	141	94	235	116	-	116	-	205	-	205	415	

2nd QTR
Total Searches ** 658,130 (a)
Total Notifications 556 (b)
Total Registrations 415 (c)

Month	PHONE EVENTS							EMAIL EVENTS				LETTER EVENTS							
	Phone Searches	VINEWatch Searches	VINELink Searches	Total Searches (a) **	Phone Calls In	Phone Calls Out	Total Phone Calls	Confirmed Phone Events	Unconfirmed Phone Events	Total Phone Events (b)	Delivered Email Events	Undelivered Email Events	Total Email Events (b)	Printed Letter Events	Unprinted Letter Events	Deleted Letter Events	Total Letter Events (b)	New Registrations (c)	Running Total Registrations
Apr-2011	56,829	19,638	146,611	223,078	47,318	568	47,886	56	23	79	56	-	56	-	83	-	83	154	154
May-2011	57,611	21,377	150,964	229,952	48,823	707	49,530	62	30	92	50	-	50	-	77	-	77	161	315
Jun-2011	54,487	22,315	157,441	234,243	46,221	857	47,078	70	37	107	45	-	45	-	88	-	88	145	460
Totals	168,927	63,330	455,016	687,273	142,362	2,132	144,494	188	90	278	151	-	151	-	248	-	248	460	

3rd QTR
Total Searches ** 687,273 (a)
Total Notifications 677 (b)
Total Registrations 460 (c)

Month	PHONE EVENTS							EMAIL EVENTS				LETTER EVENTS							
	Phone Searches	VINEWatch Searches	VINELink Searches	Total Searches (a) **	Phone Calls In	Phone Calls Out	Total Phone Calls	Confirmed Phone Events	Unconfirmed Phone Events	Total Phone Events (b)	Delivered Email Events	Undelivered Email Events	Total Email Events (b)	Printed Letter Events	Unprinted Letter Events	Deleted Letter Events	Total Letter Events (b)	New Registrations (c)	Running Total Registrations
Jul-2011	52,022	20,355	162,339	234,716	43,952	724	44,676	58	31	89	65	-	65	-	83	-	83	158	158
August 8, 2011	11,957	4,591	39,786	56,334	9,960	222	10,182	19	7	26	8	-	8	-	14	-	14	25	183
Totals for 39 days	63,979	24,946	202,125	291,050	53,912	946	54,858	77	38	115	73	-	73	-	97	-	97	183	

4th QTR
39 Days Daily Avg 92 Days
Total Searches ** 291,050 7,463 686,579 (a)
Total Notifications 285 7 672 (b)
Total Registrations 183 5 432 (c)

Total FY11
Total Searches ** 2,687,971
Total Notifications 2,504
Total Registrations 1,675
**Total Searches - represents total for the entire state (not agency)
Updated 8/15/2011 by Sandra Gottnr

SS

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND
TRAVIS COUNTY
FOR THE STATE FISCAL YEAR 2012**

OAG Contract No. 1225259

THIS GRANT CONTRACT is executed between the Office of the Attorney General of Texas (OAG) and Travis County (GRANTEE) for certain grant funds. The Office of the Attorney General and GRANTEE may be referred to in this contract individually as a "Party" and collectively as the "Parties."

SECTION 1. PURPOSE OF THE CONTRACT

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to maintain Texas counties in a statewide system that will provide relevant offender release information, notification of relevant court settings or events, promote public safety and support the rights of victims of crime. To accomplish the public purpose, the OAG will reimburse GRANTEE for certain cost incurred in the implementation and operation of its portion of the SAVNS. To ensure a standard statewide service to all interested counties, including GRANTEE, the OAG will reimburse GRANTEE for eligible expenses related to services delivered to GRANTEE by the vendor, certified by the OAG, to provide certain SAVNS services to the GRANTEE.

The OAG published a Request for Proposals (RFP) for Statewide Automated Victim Services May 15, 2009. After an evaluation of proposals, the OAG identified and certified a single vendor to provide statewide automated victim notification services. The initial term of the Vendor Certification is from September 1, 2009 to August 31, 2011, with an option to extend. The OAG extended the term until August 31, 2012. The Vendor Certification includes a "Detail of Services", containing a detail description of services to be provided by the Certified Vendor as well as the Pricing Model, all comprising the "Vendor Certification Documents" The vendor certified to provide the services is Appriss, Inc., ("Certified Vendor"), a Kentucky corporation authorized to do business in Texas.

SECTION 2. SERVICE PERIOD (TERM) OF THE CONTRACT

2.1 Service Period (Term). The Service Period (Term) of this contract shall commence on the September 1, 2011, and unless terminated earlier as provided by another provision of this contract, this contract will terminate August 31, 2012.

2.2 Option to Extend Service Period (Term). This contract may be extended for an additional Service Period (Term) by a written amendment executed with the same formalities as this contract. Extending the Service Period (Term) does not increase the contract amount. Any increase in the contract amount must also be by written amendment executed with the same formalities as this contract.

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SECTION 3. GRANTEE'S CONTRACTUAL SERVICES

3.1. Grantee Services Agreement. GRANTEE will execute a "Services Agreement," a contractual agreement, with the Certified Vendor to provide services consistent with the OAG Vendor Certification documents. The Services Agreement will include terms and conditions that are intended to provide the GRANTEE such rights and remedies as are necessary to ensure the delivery of the services from the Certified Vendor in accordance with the Scope of Services as stated in this contract and the OAG Vendor Certification documents.

3.2 Grantee Maintenance Plan. GRANTEE agrees to establish and follow a "Maintenance Plan". The Maintenance Plan, at a minimum, will be designed to accomplish the following: make available offender information that is timely, accurate and relevant to support the SAVNS services; verify the Certified Vendor's performance according to Services Agreement; satisfactorily discharge GRANTEE's obligations as described in the Services Agreement; and identify and dedicate GRANTEE staff, resources and equipment necessary to maintain the SAVNS services in the Services Agreement.

3.3 GRANTEE Service Levels. In addition to other service levels that the GRANTEE may impose, GRANTEE will inspect, monitor and verify the performances required of the Certified Vendor. GRANTEE will inspect, monitor and verify the performances required of the Certified Vendor as provided in the Services Agreement as well as this contract. GRANTEE will execute a Services Agreement or a Service Agreement (Renewal Notice) with the Certified Vendor, for the Service Period (Term) of this contract, GRANTEE will verify that input data (the jail and court data elements used by the SAVNS system) is entered accurately and in a timely basis.

GRANTEE will allow on-site monitoring visits to be conducted by OAG or its authorized representative.

3.4 Cooperation with Statewide Stakeholders. GRANTEE will reasonably cooperate with and participate in Statewide Stakeholders meetings and efforts to monitor and improve the SAVNS services on a statewide basis. GRANTEE may reasonably agree to designate third-parties to assist the OAG, GRANTEE and the other Statewide Stakeholders, in the overall monitoring, inspection and verification of the Certified Vendor's performances.

3.5 Data Extract. To the extent permitted by law, GRANTEE agrees to provide the OAG with a copy of data transmitted by GRANTEE to the Certified Vendor. GRANTEE authorizes the Certified Vendor to directly provide such data to the OAG. The Parties agree that this data may be used to monitor GRANTEE performance and the Certified Vendor's performance. This data may be used for such other purposes allowed by law. The data will be provided in such electronic format (including, but not limited to, an XML extract) as requested by the OAG.

3.6 Scope of Services. For the purpose of this contract, the requirements, duties and obligations contained in Section 3 of this contract are collectively referred to as the "Scope of Services". As a condition of reimbursement, GRANTEE agrees to faithfully, timely and in a good and workman-like manner implement and maintain the services in compliance with the Scope of Services. GRANTEE shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of its SAVNS program.

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SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; Filings with OAG. GRANTEE shall forward to the OAG, the applicable reports on forms as specified by the OAG. GRANTEE shall establish procedures to ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional reports or statistical information from GRANTEE.

4.1.2. Cooperation; Additional Information. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information, including but not limited to information relating to the services rendered by the Certified Vendor, may be required as requested by the OAG.

4.1.3 Notification of Changes in Organization; Changes in Authorized Official, Grant Contact and Project Financial Officer. GRANTEE shall submit within ten (10) business days notice to the OAG of any change of the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. GRANTEE shall promptly notify the OAG, preferably in advance, of a change in address or main telephone number of GRANTEE. A change in GRANTEE's name requires an amendment to this contract.

GRANTEE shall name an Authorized Official, Grant Contact and Project Financial Officer. GRANTEE must submit a written request by the governing body on GRANTEE's letterhead, with original signature, to change an Authorized Official. GRANTEE, by an email, fax or GRANTEE letterhead signed by the Authorized Official, may request a change to the Grant Contact or the Project Financial Officer.

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization.

Such fiscal and programmatic management shall include accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain financial management and control systems that include appropriate financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; financial management systems, including accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; determination of reasonableness, allocation of costs; and timely and appropriate audits and resolution

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of any findings; and annual financial statements, including statements of financial position, activities, and cash flows, prepared on a basis consistent with state law.

4.1.5. Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records and other information relating to services provided in accordance with applicable federal and state law, rules and regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

4.2 Programmatic Reports

4.2.1 Service Reports. GRANTEE shall submit service delivery reports, programmatic performance reports and other reports, in the appropriate format and on a timely basis, as established by the OAG. GRANTEE will submit other reports as requested by the OAG.

4.2.2 Written Explanation of Variance. GRANTEE is required to provide a written explanation to the OAG for any variances on service delivery reports, programmatic performance reports or other reports. In addition to the written explanation, GRANTEE shall promptly answer any questions of the OAG, whether in writing or otherwise, in connection with the reports presented to the OAG.

4.2.3 Other Program Reports. GRANTEE shall cooperate fully in any fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE which may be conducted by the OAG or its designees. GRANTEE shall submit service delivery reports, contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods, records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

4.2.4 "Problem Log". GRANTEE shall establish a "Problem Log" that records all problems noted with the SAVNS system, including, but not limited to, system down time, system outages, and equipment failure. The Problem Log will provide when the problem was identified, to whom the problem was referred, and steps taken to resolve the problem and when the problem was resolved.

4.3 Financial Matters

4.3.1 Annual Budgets. With regard to the use of funds pursuant to this contract, GRANTEE will immediately review the budget for the fiscal year and the allowable expenditures, as shown on Exhibit A.

4.3.2 Requests for Reimbursement. OAG grant funds are paid on a cost reimbursement basis. GRANTEE will submit to the OAG requests for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this contract. The requests for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation. The OAG may limit the requests for reimbursement to time periods of less than 12 months.

4.3.3 Fiscal Year End Required Reports. On or before October 15, 2012, (and, if this contract is

extended, for each additional year), GRANTEE will submit fiscal year end required reports.

- a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year.
- b. **Equipment Inventory Report.** GRANTEE will submit an Equipment Inventory Report which provides record of the current inventory of items purchased, disposed, replaced or transferred of any equipment purchased with grant funds.

4.3.4 Annual Independent Financial Audit Report. Unless otherwise noted on Exhibit C (Special Conditions), if included in this contract, GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit report – “timely” means on or before May 31, 2012, (and, if this contract is extended, for each additional year), for a grantee whose fiscal year ends on August 31 of each year; otherwise, the timely submission to the OAG is on or before nine (9) months after the end of GRANTEE’s accounting year. GRANTEE will contract an independent CPA firm to perform an annual financial audit engagement. GRANTEE’s independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of OMB Circular A-133 (audits of State, Local Government, and Non-Profit Organizations) and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

4.3.5 Timing of Submission of Invoices for Requests for Reimbursement to the OAG; Close-Out Invoice. GRANTEE is responsible for submitting its invoices to the OAG in an accurate and timely manner. The OAG will make all reasonable efforts to promptly process and make payment on a properly completed invoice. The OAG may limit the requests for reimbursement to time periods of less than 12 months. Upon submission and approval of the GRANTEE’s requests for reimbursement, the GRANTEE may receive up to the full amount of “Total Grant Funds Available” as noted in Exhibit A. GRANTEE may submit a final invoice not later than the earlier of (1) forty-five (45) calendar days after termination of this contract; or (2) forty-five (45) calendar days after the end of each state fiscal year.

4.3.6 Reimbursement of Actual and Allowable Costs. The OAG shall only reimburse costs incurred and paid by GRANTEE during the term of this contract. The payments made to GRANTEE shall not exceed its actual and allowable allocable costs for GRANTEE to obtain services from the Certified Vendor for services within the “scope of services” of this contract.

4.3.7 Refunds and Deductions. If the OAG determines that GRANTEE has been overpaid grant funds under this contract, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, GRANTEE shall refund that amount of the OAG reimbursement identified by the OAG as an overpayment. The OAG may offset and deduct the amount of the overpayment from any amount owed to GRANTEE, as a reimbursement, but not yet paid by the OAG to GRANTEE. The OAG may choose to require a payment directly from GRANTEE rather than offset and deduct a specified amount. GRANTEE shall refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination. GRANTEE

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shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment or assets, which is available to the OAG at all times upon request.

GRANTEE will administer a program of maintenance, repair, and protection of equipment or assets under this contract so as to ensure the full availability and usefulness of such equipment or assets. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided under this contract, it shall use the proceeds to repair or replace said equipment or assets.

To the extent that the OAG reimburses GRANTEE for its purchase of equipment and supplies with funds from this contract, GRANTEE agrees that upon termination of the contract, title to or ownership of all such purchased equipment and supplies, at the sole option of the OAG, shall remain with the OAG.

4.3.9 Direct Deposit. GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

4.3.10 Limited Pre-Reimbursement Funding to GRANTEE. The OAG, may, at its sole discretion, provide limited pre-reimbursement funding for reimbursable expenses to GRANTEE. This limited funding is not preferred and may be allowed upon submission of the following written documentation supporting the request:

- a. A fully executed GRANTEE's Services Agreement (or Renewal Notice) with the Certified Vendor for the time period covered by this contract;
- b. An invoice from the Certified Vendor which includes the dates covered under this contract;
- c. A completed OAG form "Verification of Continuing Production Record";
- d. An invoice to the OAG that complies with the requirements of the OAG; and
- e. A written justification, signed by the Authorized Official or the Authorized Official's designee, explaining the need for pre-reimbursement funding.

The GRANTEE should submit an invoice to the OAG no sooner than forty-five (45) days and no later than thirty (30) days before the GRANTEE'S obligation to pay matures. The OAG will not provide pre-reimbursement funds any sooner than thirty (30) calendar days prior to the payment becoming due and payable under the GRANTEE's Service Agreement with the Certified Vendor. The GRANTEE must pay the Certified Vendor within ten (10) days of receiving the pre-reimbursement funding from the OAG.

SECTION 5. OBLIGATIONS OF THE OFFICE OF THE ATTORNEY GENERAL

5.1 Monitoring. The OAG is responsible for closely monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this contract.

5.2 Maximum Liability of OAG. The maximum liability of the OAG in this contract is contained in the attached Exhibit A. Any change to the maximum liability must be supported by a written amendment to this contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, without first executing a written amendment to this contract. GRANTEE agrees that nothing in this contract will be interpreted to create an obligation or liability of the OAG in excess of the funds as stated in the attached Exhibit A.

5.3 Reimbursement of GRANTEE Expenses. The OAG shall be liable to reimburse GRANTEE for all actual and allowable allocable costs incurred by GRANTEE pursuant to this contract. The OAG is not obligated to pay unauthorized costs. In addition to other reasons, prior written approval from the OAG is required if GRANTEE anticipates altering the scope of the grant, adding funds to previously un-awarded budget categories, changing funds in any awarded budget category by more than 10% of the annual budget and/or adding new line items to any awarded budget category.

5.4 Contract Not Entitlement or Right. Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this contract.

5.5 Funding Limitation. GRANTEE agrees that funding for this contract is subject to the actual receipt of grant funds (state and/or federal) appropriated to the OAG and such funds are sufficient to satisfy all of OAG's duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this contract or arising out of any performance pursuant to this contract. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to the OAG for the purpose of this contract. **GRANTEE agrees that notwithstanding any other provision of this contract, if the OAG is not appropriated the funds or if the OAG does not receive the appropriated funds for the purpose of this grant program, or if the appropriated funds made for the purposes of this grant program, are deemed, in the sole discretion of the OAG, required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this contract.**

SECTION 6. TERMINATION

6.1 Termination for Convenience. Either Party may, at its sole discretion, terminate this contract in whole or in part, upon thirty (30) calendar days notice to the other party.

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this contract.

6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract.

Termination of this contract for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonable be interpreted to survive but are not specifically identified), survive the termination or expiration of this contract: Sections 4; Section 7; Section 11; and Section 12.

6.4 Refund to OAG by GRANTEE. If the GRANTEE terminates for convenience under Section 6.1, or if the OAG terminates under Sections 6.1 or 6.2 before the purpose of this contract is accomplished, then the OAG may require the GRANTEE to refund all or some of the grant funds paid under this contract, for the funds representing the number of months of SAVNS services previously invoiced and paid by the OAG to the GRANTEE under this contract.

6.4 Notice to Certified Vendor. Any termination of this contract will also be forwarded by the terminating party to the Certified Vendor.

SECTION 7. RECORDS RETENTION AND ACCESS; AUDIT RIGHTS.

7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records to support its charges, procedures, and performances to OAG for all work related to this Contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the OAG and auditors of the State of Texas, the United States, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

7.2 Records Retention GRANTEE shall maintain and retain for a period of four (4) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this contract, including but not limited to any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for updates to mission critical information, charges, procedures, and performances. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by

GRANTEE to permit an audit of the system by tracing the activities of individuals through the system. GRANTEE's automated systems must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information. GRANTEE agrees that GRANTEE's failure to maintain adequate audit trails and corresponding documentation shall create a presumption that the services or performances were not performed.

7.4 Access. GRANTEE shall grant access to and make available copies of all data extracts described in Section 3.5, as well as all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract and the operation and management of GRANTEE to the OAG, the State of Texas, the United States, or such other persons or entities designated by OAG for the purposes of inspecting, auditing, or copying such items. All records, books, documents, accounting procedures, practices, and any other items, in whatever form or media, relevant to the performance of this contract shall be subject to examination or audit in accordance with all contract performances and duties, all applicable state and federal laws, regulations or directives, by the OAG, the State of Texas, the United States, or such other persons or entities designated by OAG. GRANTEE will direct any contractor to discharge GRANTEE's obligations to likewise permit access to, inspection of, and reproduction of all books and records of the subcontractor(s) that pertain to this contract.

GRANTEE shall provide physical access, without prior notice, and shall direct any contractor and subcontractor to likewise grant physical access to all program delivery sites to representatives of the State of Texas and/or the OAG and its designees.

7.5 Location. Any audit of documents listed in Section 7.4 shall be conducted at the GRANTEE's principal place of business and/or the location(s) of the GRANTEE's operations during the GRANTEE's normal business hours and at the OAG's expense. GRANTEE shall provide to OAG and such auditors and inspectors as OAG may designate in writing, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or such auditors and inspectors may reasonably require to perform the audits described in this Section 7.

SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate methods for submission of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method.

8.1 Programmatic Reports and Information (excluding Financial Reports). All quarterly statistical reports, annual performance reports, correspondence, reports or notices, except financial reports specified below, must be submitted via email to:

OAG-Grants@oag.state.tx.us If requested or approved by the OAG, other programmatic reports, may be submitted to:

Program Manager – Grants Administration Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

8.2 Financial Reports (excluding Programmatic Reports and Information). All financial status reports, requests for reimbursement, audits, and equipment inventory reports, must be submitted in hard copy format to:

Financial Manager – Grants Administration Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

The Annual Independent Financial Audit and related documents, as well as any other reports, if requested or approved by the OAG, may be submitted to:

OAG-Grants@oag.state.tx.us

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OAG or GRANTEE.

9.1 Corrective Action Plans. If the OAG finds deficiencies with GRANTEE's performance under this contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

9.2 Financial Hold. Failure to comply with the terms of this contract may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

9.3 Sanctions. In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withhold or suspend funding, offset previous reimbursements, require repayment, disallow claims for reimbursement, reduce funding, terminate this contract and/or any other appropriate sanction.

9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this contract.

SECTION 10. GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, OMBs, and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, OMB circulars, or any other authorities relevant to the performance of GRANTEE under this contract.

10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as the Uniform Grant Management Act of 1981 (UGMA), Texas Government Code, Chapter, 783, as amended, GRANTEE agrees to comply with Uniform Grant Management Standards (UGMS), as promulgated by the Governor's Budget and Planning Office.

10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles. GRANTEE shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE, and follow OAG fiscal management policies and procedures in processing and submitting for reimbursement GRANTEE's billing and maintaining financial records related to this contract.

10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to their performance under this contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to their performance under this contract. GRANTEE certifies: No federal/state appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress or the Texas Legislature, or an employee of a member of Congress or the Texas Legislature in connection with the awarding, or the extension, continuation, renewal,

amendment, or modification of this contract; and if any non-federal/state funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress or the Texas Legislature, an officer or employee of Congress or the Texas Legislature, or an employee of a member of Congress or the Texas Legislature in connection with this contract, the undersigned shall contact the OAG for the "Disclosure Form to Report Lobbying."

10.5 Compliance with Regulatory and Licensing Bodies. GRANTEE agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, Texas Comptroller of Public Accounts and related Federal governmental bodies related to GRANTEE's right to conduct its business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance, state, or federal laws. If GRANTEE is a law enforcement agency regulated by Chapter 1701, Texas Occupations Code, GRANTEE agrees that it is in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

10.6 Certifications and Assurances. Exhibit B, attached hereto and incorporated herein, and is applicable to this contract. GRANTEE agrees to strictly comply with the requirements and obligation described in Exhibit B.

SECTION 11. SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. GRANTEE agrees that it is an independent contractor and under no circumstances shall any owners, incorporators, officers, directors, employees, or volunteers of GRANTEE be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that any contractor of GRANTEE performing services related to this contract will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OAG.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of GRANTEE's contractors shall be considered to be solely the employees or agents of GRANTEE or GRANTEE's contractors. GRANTEE shall be responsible for ensuring that there is payment of any and all appropriate payments, such as unemployment, workers compensation, social security, and other payroll taxes for such persons, including any related assessments or contributions required by law.

To the extent allowed by law, GRANTEE or GRANTEE's contractors are responsible for all types of claims whatsoever due to the actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties; further, to the extent allowed by law, that GRANTEE and/or GRANTEE's contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of the actions or performance of GRANTEE or GRANTEE's contractors under this

contract. To the extent allowed by law, GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act or omission of the GRANTEE, its employees, representatives, agents, or GRANTEE's contractors in their performance under this contract.

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement or public service disclosure relating to this contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining the written consent from the OAG. This section is not intended and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

11.3 Intellectual Property. GRANTEE agrees that where funds obtained under this contract may be used to produce original books, manuals, films, or other original material and intellectual property, GRANTEE may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and GRANTEE hereby grants to the OAG or the state (or federal government, if federal funds are expended in this grant) government. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate in its sole discretion, any component of such intellectual property made the subject of this contract.

11.4 Program Income. Gross income directly generated from the grant funds through a project or activity performed under this contract are considered program income. Unless otherwise required under the terms of this contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this contract term; program income not expended in this contract term shall be refunded to the OAG.

11.5 No Supplanting. GRANTEE shall not supplant or otherwise use funds from this contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this contract.

11.6 No Solicitation or Receipt of Funds on Behalf of OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

11.7 No Subcontracting or Assignment Without Prior Written Approval of OAG. GRANTEE may not subcontract or assign any of its rights or duties under this contract without the prior written approval of the OAG. It is within the OAG's sole discretion to approve any subcontracting or assignment.

11.8 No Grants to Certain Organizations. GRANTEE confirms that by executing this contract that it does not make contributions to campaigns for elective office or endorse candidates.

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11.9 No Waiver of Sovereign Immunity. To the extent allowed by law, the Parties agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

11.10 Governing Law; Venue. This contract is made and entered into in the State of Texas. This contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, and to the extent allowed by law, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consent to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. To the extent allowed by law, GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts, the suit, action or proceeding is brought in an inconvenient forum and/or the venue is improper.

SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS

12.1 Construction of Contract. To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this contract.

12.2 Entire Agreement, Including All Exhibits This contract, including all exhibits reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties relative to such subject matter. Any exhibit mentioned in this contract that is attached is incorporated herein. By executing this contract, GRANTEE agrees to strictly comply with the requirements and obligations of this contract, including all exhibits.

12.3 Amendment. This contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

12.4 Partial Invalidity. If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

12.5 Non-waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to

or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this contract.

12.6. Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

OFFICE OF THE ATTORNEY GENERAL

TRAVIS COUNTY

Attorney General or designee

Authorized Official

Printed Name

Printed Name

Date: _____

Date: _____

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EXHIBIT A

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND TRAVIS COUNTY
FOR THE STATE FISCAL YEAR 2012**

OAG Contract No. 1225259

Population Size: Large

The OAG will reimburse GRANTEE for allowable SAVNS expenditures as follows:

Event	Cost for Jail	Cost for Courts	Maximum Number of Months	Total Grant Funds SHALL NOT EXCEED
Standard Maintenance Phase	\$26,333	\$0	12	\$26,333

Limitation of Liability of the OAG. The total liability of the OAG to GRANTEE for any type of liability directly or indirectly arising out of this contract and in consideration of GRANTEE'S full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement by the OAG to the GRANTEE for expenses, if any, as set forth in this contract or arising out of any performance herein shall not exceed:

TWENTY-SIX THOUSAND THREE HUNDRED THIRTY-THREE AND 00/100 (\$26,333)

Maximum Number of Months. The maximum number of months is provided above. The OAG is not obligated to pay for services prior to the commencement or after the termination of this contract.

EXHIBIT B

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND TRAVIS COUNTY
FOR THE STATE FISCAL YEAR 2012**

OAG Contract No. 1225259

OAG CERTIFICATIONS AND ASSURANCES

**A. The Uniform Grant Management Standards ("UGMS"), Part III, Section _____.14;
Promulgated by the Office of the Governor, State of Texas,
Establish the following assurances applicable to recipients of state grant funds:**

- (1) GRANTEE must comply with Texas Government Code, Chapter 573, Vernon's 1994, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
- (2) GRANTEE must insure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, Vernon's 1994, unless otherwise expressly prohibited by law.
- (3) GRANTEE must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
- (4) GRANTEE must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
- (5) No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
- (6) GRANTEE that is a law enforcement agency regulated by Texas Government Code, Chapter 415, must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415, Texas Government Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules.
- (7) When incorporated into a grant award or contract, the standard assurances become terms or conditions for receipt of grant funds. GRANTEE shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.

8) GRANTEE must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. GRANTEE shall also ensure that all program personnel are properly trained and aware of this requirement.

(9) GRANTEE will comply with all federal statutes relating to nondiscrimination. These include, but are not limited to, the following: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(10) GRANTEE, as applicable, will comply, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. §§ 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub agreements.

(11) GRANTEE, as applicable, will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P. L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

(12) GRANTEE will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 7321-29) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

(13) GRANTEE will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

(14) GRANTEE, as applicable, will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).

(15) GRANTEE, as applicable, will comply with the flood insurance purchase requirements of 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102 (a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

(16) GRANTEE, as applicable, will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

(17) GRANTEE, as applicable, will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

(18) GRANTEE, as applicable, will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

(19) GRANTEE, as applicable, will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

(20) GRANTEE, as applicable, will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

(21) GRANTEE, as applicable, will comply with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

(22) GRANTEE, as applicable, will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

(23) GRANTEE, as applicable, will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing this program.

(24) GRANTEE, as a signatory party to the grant contract, must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

(25) GRANTEE must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

GRANT SUMMARY SHEET

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

Department/Division:	District Attorney's Office - Victim/Witness Director
Contact Person/Title:	Ellen Halbert/Director
Phone Number:	854-9079

Grant Title:	Victim Coordinator and Liaison Grant		
Grant Period:	From:	9/1/2011	To: 8/31/2012
Grantor:	Office of the Attorney General		
American Recovery and Reinvestment Act (ARRA) Grant	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	

Check One:	New: <input type="checkbox"/>	Continuation: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	One-Time Award: <input type="checkbox"/>	Ongoing Award: <input checked="" type="checkbox"/>	
Type of Payment:	Advance: <input type="checkbox"/>	Reimbursement: <input checked="" type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:						\$0
Operating:	42,000					42,000
Capital Equipment:						0
Indirect Costs:						0
Total:	\$42,000	\$0	\$0	\$0	\$0	\$42,000
FTEs:						0.00

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

Performance Measures	Projected FY 11 Measure	Progress To Date:				Projected FY 12 Measure
		12/31/10	3/31/11	6/31/11	9/30/11	
Applicable Depart. Measures						
# victims served	5750					5750
ratio of service actions to victims and witnesses	16.2:1					16.2:1
Measures For Grant						
# victims served	900					900
Outcome Impact Description						
# information/referral actions	1500					1500
Outcome Impact Description						
# follow-ups with victims	1400					1400
Outcome Impact Description						

PBO Recommendation:

PBO recommends approval. There are no grant matches or continuing obligations.

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

The purpose of this grant is to assist the District Attorney's Office in addressing the unique needs of victims of domestic violence. The funding will support and expand the collaboration between the District Attorney's Office and SafePlace which currently provides targeted victim support within the criminal justice system to victims of felony domestic violence cases. The goals of the project are: 1) to provide continuity of supportive services to victims of family violence from time of assault to offender's conviction, and 2) to advocate on behalf of the victim and support cooperation with prosecution in family violence cases.

Project activities include: 1) assisting victims referred, 2) linking victims with supportive services at SafePlace, 3) linking victims with other community resources, 4) informing victims about the Crime Victims' Compensation Fund and assisting them in filling out the application, 5) maintaining contact with victims throughout the criminal justice process, and 6) collaborating with the Family Violence Task Force to improve the systematic response to crime.

This is not a new program but a continuation of services currently provided by the District Attorney's Office. These specialized services targeted to assist victims of family violence were begun with the original grant funding in July, 2000. The grant funding enables the District Attorney's Office to contract with SafePlace to provide a full-time Counselor trained in family violence issues.

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

None

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

No County match required.

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

The Office of the Attorney General does not allow indirect cost allocations in Victim Coordinator and Liaison Grants.

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.

There is no County commitment to the expanded services upon discontinuation of the grant by the grantor.

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

This is not a new program. Funding will allow continuation of the provision of specialized services begun under the previous grant. These services are targeted to victims of family violence that are in need of emotional, informational, educational and advocacy support.

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

This project is directly tied to the following goals and objectives in the Strategic Plan of the District Attorney's Office:

Maintain victim-focused prosecution.

Objectives: Include the victim throughout the prosecution process.

Enhance supportive services to crime victims.

Promote changes within the community that enhance services to victims of crime.

Improve the administration of justice.

Objective: Foster collaboration with all justice-related agencies, volunteer organizations, service providers and organizations.

Funding for this grant impacts the following Victim/Witness output measures:

of services to victims and witnesses

of victims served

of files reviewed

ratio of follow-up contacts to files reviewed

ratio of services to victims served

**GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND
TRAVIS COUNTY DISTRICT ATTORNEY'S OFFICE**

OAG Contract No. 1227081

This contract is executed between the Office of the Attorney General (OAG) and Travis County District Attorney's Office (GRANTEE) for certain grant funds. The Office of the Attorney General and Travis County District Attorney's Office may be referred to in this contract individually as "Party" or collectively as "Parties."

SECTION 1. PURPOSE OF THE CONTRACT

The purpose of the Victim Coordinator and Liaison Grant (VCLG) program is to fund the mandated positions described in the Texas Code of Criminal Procedure, Article 56.04, specifically Victim Assistance Coordinators (VAC) in prosecutor offices and Crime Victim Liaisons (CVL) in law enforcement agencies. It is intended that the grants will be awarded through a competitive selection and allocation process taking into consideration, among other criteria, the number of victims that may be served by a program. The purpose of this grant contract is to provide reasonable contractual controls to ensure that the public purposes of the grant are achieved. In addition to the duties imposed in the Texas Code of Criminal Procedure, Article 56.04 (and more specifically described in Article 56.02), VACs and CVLs are also expected to promote and educate the community and other professionals about victim rights and services in an effort to identify crime victims and provide or refer them to needed services. In general, and subject to the limitations of each specific grant contract with each VCLG Grantee, VCLG grant contracts awarded must be used for victim-related services or assistance.

SECTION 2 TERM OF THE CONTRACT

This contract shall begin on September 1, 2011 and shall terminate August 31, 2012, unless it is terminated earlier in accordance with another provision of this contract. The OAG is not obligated to reimburse expenses that were incurred prior to the commencement or after the termination of this contract.

SECTION 3 GRANTEE'S CONTRACTUAL SERVICES

3.1 GRANTEE's Compliance with the OVAG/VCLG FY 2012-2013 Grant Application Kit. GRANTEE will comply with the terms and conditions as set forth and required in the OVAG/VCLG FY 2012-2013 Grant Application Kit ("Application Kit") if not supplemented, amended or adjusted by the OAG, as acknowledged by GRANTEE.

3.2 Establishment of Final Project Budget, Targets, Outputs, Outcomes, and Special Conditions. The OAG, at its sole discretion, establishes the initial Budget for this grant project, as reflected on the attached Exhibit A. If any adjustments were made by the OAG to GRANTEE's budget, those adjustments will be reflected on the attached Exhibit A. The final Narrative, as submitted by GRANTEE, and as further modified by the OAG, is attached as Exhibit B. If any Special Conditions were imposed by the OAG, those provisions will be reflected on the attached Exhibit C.

The OAG, at its sole discretion, will establish the final project targets, outputs, and outcomes. In addition, the OAG, at its sole discretion, may adjust GRANTEE's budget, targets, outputs, outcomes, and/or any other items as deemed appropriate by the OAG, at any time, during the term of this contract.

SECTION 4 GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; Filings with the OAG. GRANTEE shall forward to the OAG, the applicable reports on forms as specified by the OAG. GRANTEE shall establish procedures to ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

4.1.2 Cooperation; Additional Information. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact. GRANTEE shall submit within ten (10) business days notice to the OAG of any change of the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. GRANTEE shall promptly notify the OAG, preferably in advance, of a change in address or main telephone number of GRANTEE. A change in GRANTEE's name requires an amendment to the contract.

GRANTEE must submit a written request by the governing body on GRANTEE's letterhead, with original signature, to change an Authorized Official. GRANTEE, by an email, fax or GRANTEE letterhead signed by the Authorized Official, may request a change to the Grant Contact.

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization.

Such fiscal and programmatic management shall include accountability for all funds and materials

received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain financial management and control systems that include appropriate financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; financial management systems, including accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; determination of reasonableness, allocation of costs; and timely and appropriate audits and resolution of any findings; and annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP) or other recognized accounting principle.

4.1.5. Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records and other information relating to services provided in accordance with applicable federal and state law, rules and regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

4.2 Programmatic Reports

4.2.1 Quarterly Statistical (Performance) Reports. GRANTEE shall forward to the OAG quarterly statistical reports no later than the 30th day of each month following the end of the quarter. The four quarters end on the last day of the month of November, February, May and August. Accordingly, quarterly statistical reports, for each quarter, are due on or before December 30, 2011, March 30, 2012, June 30, 2012, and continuing until the last quarterly statistical report which is due on or before September 30, 2012. If this contract is extended, the quarterly statistical reports are likewise extended.

Contents of Quarterly Statistical Reports. The quarterly statistical reports shall contain, at a minimum, information on the following statistical measures:

- a. Targets as established by the OAG;
- b. Outputs and Outcomes as established by the OAG; and
- c. Program Impact Narratives.

4.2.2 Written Explanation of Variance. GRANTEE is required to provide a written explanation to the OAG for any variances on the quarterly statistical report for any year-to-date performance by GRANTEE that varies from projected performance. In addition to the written explanation, GRANTEE shall promptly answer any questions of the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

4.2.3 Other Program Reports. GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by

GRANTEE which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods, client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

4.3 Financial Matters

4.3.1 Grant Budget. With regard to the use of funds pursuant to this contract, GRANTEE will immediately review the budget as established in this contract.

4.3.2 Monthly Request for Reimbursement and Financial Status Report. Grant funds are paid on a cost reimbursement basis. GRANTEE will submit, each month, a monthly request for reimbursement for the actual and allowable allocable costs incurred by GRANTEE for project costs to provide services under this contract. The payments made to GRANTEE shall not exceed its actual and allowable allocable costs to provide the services under this contract.

The request for reimbursement will be submitted to the OAG in the form and manner as approved by the OAG and will specify the detailed and total expenses for the month, in the following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses. The request for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

A financial status report is required each month, whether GRANTEE has paid expenses, or is seeking reimbursement.

4.3.3 Fiscal Year End Required Reports. On or before October 15, 2012 and, if this contract is extended, October 15, 2012, GRANTEE will submit fiscal year end required reports.

- a. Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year in the following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses.
- b. Equipment Inventory Report.** GRANTEE will submit an Equipment Inventory Report which provides record of the current inventory of items purchased, disposed, replaced or transferred of any equipment purchased with grant funds.

4.3.4 Annual Independent Financial Audit Report. Unless otherwise noted on Exhibit C (Special Conditions), GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit – “timely” means on or before May 31, 2012 and, if this contract is extended, on or

before May 31, 2013 for a grantee whose fiscal year ends on August 31 of each year; otherwise, the timely submission to the OAG is on or before nine (9) months after the end of GRANTEE's accounting year. GRANTEE will contract an independent CPA firm to perform an annual financial audit engagement. GRANTEE's independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of OMB Circular A-133 (audits of State, Local Government, and Non-Profit Organizations) and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

4.3.5 Timing of Submission of Request for Reimbursement to the OAG; Close-Out Invoice. GRANTEE is responsible for submitting bills in an accurate and timely manner, and shall make every reasonable effort to submit monthly billings to the OAG, which cover the previous month's expenses, so that they are received by the OAG on or before the twentieth (20th) day of each month, or if the 20th falls on a weekend or holiday, the next business day. The OAG will make all reasonable efforts to promptly process and make payments on properly completed billings. GRANTEE may submit a final invoice not later than the earlier of (1) forty-five (45) calendar days after termination of this contract; or (2) forty-five (45) calendar days after the end of each state fiscal year.

4.3.6 Reimbursement of Actual and Allowable Costs. The OAG shall only reimburse costs incurred and paid by GRANTEE during the term of this contract. The OAG shall only reimburse GRANTEE for employee costs that are directly related to performing the responsibilities of this contract.

4.3.7 Refunds and Deductions. If the OAG determines that GRANTEE has been overpaid grant funds under this contract, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, GRANTEE shall refund that amount of the OAG reimbursement identified by the OAG as an overpayment. The OAG may offset and deduct the amount of the overpayment from any amount owed to GRANTEE, as a reimbursement, but not yet paid by the OAG to GRANTEE. The OAG may choose to require a payment directly from GRANTEE rather than offset and deduct a specified amount. GRANTEE shall refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination. GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment or assets, which is available to the OAG at all times upon request.

GRANTEE will administer a program of maintenance, repair, and protection of equipment or assets under this contract so as to ensure the full availability and usefulness of such equipment or assets. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided under this contract, it shall use the proceeds to

repair or replace said equipment or assets.

To the extent that the OAG reimburses GRANTEE for its purchase of equipment and supplies with funds from this contract, GRANTEE agrees that upon termination of the contract, title to or ownership of all such purchased equipment and supplies, at the sole option of the OAG, shall remain with the OAG.

4.3.9 Direct Deposit. GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

SECTION 5 OBLIGATIONS OF OAG

5.1 Monitoring. The OAG is responsible for closely monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this contract.

5.2 Maximum Liability of OAG. The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability must be supported by a written amendment to this contract.

5.3 Reimbursement of Grantee Expenses. The OAG shall be liable to reimburse GRANTEE for all actual and allowable allocable costs incurred by GRANTEE pursuant to this contract. The OAG is not obligated to pay unauthorized costs. In addition to other reasons, prior written approval from the OAG is required if GRANTEE anticipates altering the scope of the grant, adding funds to previously un-awarded budget categories, changing funds in any awarded budget category by more than 10% of the annual budget and/or adding new line items to any awarded budget category.

5.4 Contract Not Entitlement or Right. Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, without first executing a written amendment to this contract. GRANTEE agrees that nothing in this contract will be interpreted to create an obligation or liability of the OAG in excess of the funds as stated in this contract.

5.5 Funding Limitation. GRANTEE agrees that funding for this contract is subject to the actual receipt of grant funds (state and/or federal) appropriated to the OAG and such funds are sufficient to satisfy all of OAG's duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this contract or arising out of any performance pursuant to this contract. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of

the OAG for the purpose of this contract. **GRANTEE agrees that notwithstanding any other provision of this contract, if the OAG is not appropriated the funds or if the OAG does not receive the appropriated funds for the purpose of this grant program, or if the appropriated funds made for the purposes of this grant program, are deemed, in the sole discretion of the OAG, required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this contract.**

SECTION 6 TERMINATION

6.1 Termination for Convenience. Either Party may, at its sole discretion, terminate this contract in whole or in part, without recourse, liability or penalty, upon thirty (30) calendar days notice to the other party.

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this contract.

6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract.

Termination of this contract for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this contract: Sections 4, 5, 7, 11 and 12.

SECTION 7 AUDIT RIGHTS; RECORDS RETENTION

7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records to support its charges, procedures, and performances to the OAG for all work related to this contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the United States, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

7.2 Records Retention. GRANTEE shall maintain and retain for a period of four (4) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this contract, including but not limited to any daily

activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for updates to mission critical information, charges, procedures, and performances. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of the system by tracing the activities of individuals through the system. GRANTEE's automated systems must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

7.4 Access and Audit. GRANTEE shall grant access to and make available copies of all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract, compliance with the applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any contractor to discharge GRANTEE's obligations to likewise permit access to, inspection of, and reproduction of all books and records of the subcontractor(s) that pertain to this contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days advance notice of any such examination or audit.

7.5 Location. Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or its designees may reasonably require to perform the audits described in this contract.

SECTION 8 SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate methods for submission of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method.

8.1 Programmatic Reports and Information (excluding Financial Reports). All quarterly statistical reports, annual performance reports, correspondence, reports or notices, except financial reports specified below, must be submitted via email to:

OAG-Grants@oag.state.tx.us

If requested or approved by the OAG, other programmatic reports, may be submitted to:

Program Manager – Grants Administration Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

8.2 Financial Reports (excluding Programmatic Reports and Information). All financial status reports, requests for reimbursement, audits, and inventory reports, must be submitted in hard copy format to:

Financial Manager – Grants Administration Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

The Annual Independent Financial Audit and related documents, as well as any other reports, if requested or approved by the OAG, may be submitted to:

OAG-Grants@oag.state.tx.us

SECTION 9 CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OAG or GRANTEE.

9.1 Corrective Action Plans. If the OAG finds deficiencies with GRANTEE's performance under this contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

9.2 Financial Hold. Failure to comply with submission deadlines for required reports, invoices, or other requested information, may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

9.3 Sanctions. In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withhold or suspend funding, offset previous reimbursements, require repayment, disallow claims for reimbursement, reduce funding, terminate this contract and/or any other appropriate sanction.

9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this contract.

SECTION 10 GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, OMBs and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, OMB circulars, or any other authorities relevant to the performance of GRANTEE under this contract.

10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as the Uniform Grant Management Act of 1981 (UGMA), Texas Government Code, Chapter, 783, as amended, GRANTEE agrees to comply with Uniform Grant Management Standards (UGMS), as promulgated by the Governor's Budget and Planning Office. Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, as contained in the Application Kit, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with UGMS and the applicable OMB circulars, return of grant funds in the event of loss or misuse, and conflict of interest.

10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles. GRANTEE shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE, and follow OAG fiscal management policies and procedures in processing and submitting for reimbursement GRANTEE's billing and maintaining financial records related to this contract.

10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to their performance under this contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to their performance under this contract.

10.5 Compliance with Regulatory and Licensing Bodies. GRANTEE agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, Texas Comptroller of Public Accounts and related Federal governmental bodies related to GRANTEE's right to conduct it business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance, state, or federal laws. If GRANTEE is a law enforcement agency regulated by Chapter 1701, Texas Occupations Code, GRANTEE agrees that it is in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

SECTION 11 SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. GRANTEE expressly agrees that it is an independent contractor and under no circumstances shall any owners, incorporators, officers, directors, employees, or volunteers of GRANTEE be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OAG.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of their contractors shall be considered to be solely the employees or agents of GRANTEE or the contractors. GRANTEE or contractors shall be responsible for ensuring that there is payment of any and all appropriate payments, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

To the extent permitted by Texas law, GRANTEE or contractors are responsible for all types of claims whatsoever due to the actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties and, to the extent permitted by Texas law, GRANTEE and/or contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of their actions or performance under this contract. To the extent permitted by Texas law, GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act or omission of GRANTEE, its employees, representatives, agents, or subcontractors in their performance under this contract.

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement or public service disclosure relating to this contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining the written consent from the OAG. This section is not intended and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

11.3 Intellectual Property. GRANTEE understands and agrees that where funds obtained under this contract may be used to produce original books, manuals, films, or other original material and intellectual property, GRANTEE may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and GRANTEE hereby grants to the OAG or the state (or federal government, if federal funds are expended in this grant) government. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative

works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate at its sole discretion, any component of such intellectual property made the subject of this contract.

11.4 Program Income. Gross income directly generated from the grant funds through a project or activity performed under this contract are considered program income. Unless otherwise required under the terms of this contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this contract term; program income not expended in this contract term shall be refunded to the OAG.

11.5 No Supplanting. GRANTEE shall not supplant or otherwise use funds from this contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this contract.

11.6 No Solicitation or Receipt of Funds on Behalf of OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

11.7 No Subcontracting or Assignment Without Prior Written Approval of OAG. GRANTEE may not subcontract or assign any of its rights or duties under this contract without the prior written approval of the OAG. It is within the OAG's sole discretion to approve any subcontracting or assignment. In the event OAG approves subcontracting or assignment by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this contract to the extent compliance is needed to support GRANTEE's compliance with this contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this contract and that the OAG shall not be liable in any manner to GRANTEE's subcontractor(s).

11.8 No Grants to Certain Organizations. GRANTEE confirms that by executing this contract that it does not make contributions to campaigns for elective office or endorse candidates.

11.9 No Waiver of Sovereign Immunity. The Parties agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

11.10 Governing Law; Venue. This contract is made and entered into in the State of Texas. This contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consent to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts, the suit, action or proceeding is brought in an inconvenient forum and/or the venue is improper.

11.11 Limitation on Civil Legal Services Providers. If GRANTEE is a provider of civil legal services to victims of crime, and if the purpose of the grant funds is to provide legal services to victims of crime, GRANTEE shall comply with the following:

11.11.1 Services to Indigent Clients. GRANTEE shall provide victim-related civil legal services directly to indigent victims, indigent immediate family members of indigent victims, or indigent claimants. "Indigent" means an individual who earns not more than 187 ½% of the federal poverty guidelines published by the United States Department of Health and Human Services. Victims, immediate family members of victims and claimants are defined in Article 56.32 of the Code of Criminal Procedure.

11.11.2 Eligibility Screening. GRANTEE shall conduct eligibility screening for each individual seeking victim-related civil legal services. GRANTEE agrees to use the intake screening form supplied by the OAG. A copy of all intake screening forms shall be maintained by GRANTEE in a central location and shall be made available to the OAG or any party the OAG determines should have access to the documents at any reasonable time.

11.11.3 No Cases Resulting in Fees. Grant funds to organizations to provide legal services to the victims of crime, immediate family members or claimants in civil matters shall not be used for any case or matter that, if undertaken on behalf of an indigent person by an attorney in private practice, might reasonably be expected to result in payment of a fee for legal services from an award to a client from public funds, or from the opposing party.

The above provisions of may not be applicable in any case where GRANTEE determines in good faith that the indigent person seeking legal assistance has made reasonable efforts to obtain the services of an attorney in private practice for the particular matter (including contacting attorneys in private practice in the county of residence of the indigent person who normally accept cases of a similar nature), and has been unable to obtain such services because the potential fee is inadequate, is likely to be uncollectible, would substantially consume any recovery by the client, or because of any other reason which the organization, acting in good faith, believes prevents the client from obtaining the services of a private attorney.

11.11.4 Other Restrictions. Grant funds shall not be used to directly fund class action suits, lawsuits against governmental entities, or lobbying for or against any candidate or issue. Grant

funds shall not be used to sue or otherwise support a cause of action, claim, or defense against the State of Texas or the Office of the Attorney General, except as specifically provided below.

Grant funds may be used to support a lawsuit brought by an individual, solely on behalf of the individual or the individual's dependent or ward, to compel a governmental entity to provide benefits that the individual or the individual's dependent or ward is expressly eligible to receive, by statute or regulation, including social security benefits, temporary assistance to needy families, financial assistance under Chapter 31, Human Resources Code, food stamps, special education for persons with disabilities, Medicare, Medicaid, subsidized or public housing, and other economic, shelter or medical benefits provided by a government directly to an indigent individual, but not to support a claim for actual or punitive damages.

Grant funds shall not be used to support any legal action seeking to establish, obtain or appeal Compensation for Crime Victims payments as administered by the Office of the Attorney General.

11.11.5 Cooperation and Collaboration. GRANTEE will cooperate and collaborate in their service areas with (a) all other organizations providing civil legal services to the indigent, (b) the local organized bar, (c) relevant social and human service organizations, (d) relevant governmental agencies, and (e) other organizations that specifically provide victim related services.

11.11.6 Professional Conduct. In accepting and pursuing matters for clients, GRANTEE shall adhere to the Texas Disciplinary Rules of Professional Conduct and the Texas Rules of Disciplinary Procedure and any other code or rules of professional responsibility adopted by this state for attorneys and should exercise reasonable prudent judgment and consider all relevant factors, including the legal merits and the economic and practical value of the matter.

11.11.7 Retainer Agreements and Private Referrals. Except for matters involving limited advice and brief services (e.g. clinics, hotlines, and similar services), each grantee shall execute a written retainer agreement, or letter of engagement, containing appropriate provisions for withdrawal of representation, with each client who receives legal services from the grantee. For cases that are referred by grantees to private attorneys, the grantee shall make available to the accepting attorney a standard form retainer agreement which may be modified based on agreement between the attorney and client.

The OAG, at its sole discretion, may further limit, authorize or define the scope of permitted legal services by GRANTEE.

SECTION 12 CONSTRUCTION OF CONTRACT AND AMENDMENTS

12.1 Construction of Contract. The provisions of Section 1 are intended to be a general introduction to this contract. To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this contract.

12.2 Entire Agreement, including All Exhibits. This contract, including all exhibits reflect the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties relative to such subject matter. By executing this contract, GRANTEE agrees to strictly comply with the requirements and obligations of this contract, including all exhibits.

12.3 Amendment. This contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

12.4 Partial Invalidity. If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

12.5 Non-waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this contract.

12.6 Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

**OFFICE OF THE ATTORNEY
GENERAL**

**TRAVIS COUNTY DISTRICT
ATTORNEY'S OFFICE**

Printed Name: _____
Office of the Attorney General

Printed Name: _____
Authorized Official

Date: _____

Date: _____

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EXHIBIT A

**GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND TRAVIS COUNTY DISTRICT ATTORNEY'S OFFICE**

OAG Contract No. 1227081

Maximum Liability of the OAG. The OAG and GRANTEE stipulate and agree that the total liability of the OAG to GRANTEE directly or indirectly arising out of this contract and in consideration of full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this contract or arising out of any performance herein, shall not exceed the following:

FORTY-TWO THOUSAND AND 00/100 (\$42,000) DOLLARS.

Budget. Subject to the limitations within this contract, the OAG will reimburse GRANTEE for actual allowable and allocable costs paid according to the following amounts and budget categories:

Budget Category	State Fiscal Year 2012
Personnel	\$0
Fringe Benefits	\$0
Professional & Consultant Services	\$42,000
Travel	\$0
Equipment	\$0
Supplies	\$0
Other Direct Operating Expenses	\$0
Total	\$42,000

EXHIBIT B

**GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND TRAVIS COUNTY DISTRICT ATTORNEY'S OFFICE**

OAG Contract No. 1227081

GRANT NARRATIVE

Only the FY 2012 portion of the final Narrative applies to this contract as submitted by GRANTEE, and as further modified by the OAG:

During the next two years, our SafePlace liaison will provide support for 1800 victims with 2800 services of information and referrals to help them move forward in their lives. Also included in the two year period, our liaison will provide counseling as it relates to crisis intervention, with 575 crisis intervention services. In addition, we will provide 3000 services in the category of follow up services. In addition, our liaison will provide assistance for victims with filling out Victim Impact Statements and CVC and Vine forms. Our victim advocate will continue to answer the many questions victims have when they enter our confusing criminal justice system. Three examples of what victims want (need) to know are: (1) information about the court and criminal justice system that "they can understand"; (2) to comprehend the part they play in the system and what, if any, rights they have; and (3) on-going information and updates about their case. In addition, and equally important, victims want knowledge about services from SafePlace and/or any other community service that might be useful to them - i.e. legal, financial, medical and affordable housing services. Our liaison will continue to provide answers to questions, information about services and will also educate victims about the dynamics of interpersonal violence and the effects of violence on victims and their loved ones.

If our office is allowed to continue to collaborate with SafePlace for a specially trained liaison to be housed at the District Attorney's Office in the Victim/Witness Division, we will reach our goal of continuing to provide the many services to victims of felony domestic violence we have provided since FY 2000. Domestic violence caseloads continue to grow each year and the support, information and education victims receive from our liaison is very important and could be critical to their own safety and the safety of the victim's children.

EXHIBIT C

**GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND TRAVIS COUNTY DISTRICT ATTORNEY'S OFFICE**

OAG Contract No. 1227081

SPECIAL CONDITIONS

Special Conditions are imposed by the OAG, at its sole discretion. In addition to the ones identified in this exhibit to this contract, the OAG may, at its sole discretion, impose additional special conditions, with or without notice, without amending this contract.

The OAG is placing GRANTEE on immediate financial hold, without further notice, until all Special Conditions, if any, listed in this Exhibit are met.

The following Special Conditions apply to this contract:

- None

GRANT SUMMARY SHEET

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

Department/Division:	Travis County Attorney's Office - Family Violence Division
Contact Person/Title:	Megan Fox, Sr. Victim Counselor and Mack Martinez/Family Violence Division Director
Phone Number:	(512) 854-9415 or direct line: (512) 854-9529

Grant Title:	Other Victim Assistance Grant (OVAG)		
Grant Period:	From:	9/1/2011	To: 8/31/2012
Grantor:	Office of the Attorney General, Crime Victim Services Division		
American Recovery and Reinvestment Act (ARRA) Grant	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	

Check One:	New: <input type="checkbox"/>	Continuation: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	One-Time Award: <input checked="" type="checkbox"/>	Ongoing Award: <input type="checkbox"/>	
Type of Payment:	Advance: <input type="checkbox"/>	Reimbursement: <input checked="" type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:	\$0	\$42,000	\$0	\$7,810	\$0	\$49,810
Operating:	0	0	0	0	0	0
Capital Equipment:	0	0	0	0	0	0
Indirect Costs:	0	0	0	0	0	0
Total:	\$0	\$42,000	\$0	\$7,810	\$0	\$49,810
FTEs:	0.00	1.00	0.00	0.00	0.00	1.00

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

Performance Measures	Projected FY 11 Measure	Progress To Date:				Projected FY 12 Measure
		12/31/10	3/31/11	6/31/11	9/30/11	
Applicable Depart. Measures						
Average days to contact a victim of FV by phone after case is filed in CC#4.	Over 30	Over 30	Over 30	Average of 30 days		Under 30
# of unique victims served by OVAG grant funded Victim Counselor	500	246	175	107		500
# of victims assisted with Restitution by OVAG grant funded Victim Counselor	0	0	0	0		30
Measures For Grant						

100

# of victims assisted with Crime Victims Compensation by OVAG grant funded Victim Counselor	85	39	22	19		85
Outcome Impact Description	The OVAG Victim Counselor will provide services to help victims of family violence apply for and get benefits from CVC.					
# of victims assisted with Texas SAVNS/VINE by OVAG grant funded Victim Counselor	25	7	10	3		30
Outcome Impact Description	The OVAG Victim Counselor will explain service and register victims of family violence to SAVNS/VINE service.					
# of victims provided with Information and Referral by OVAG grant funded Victim Counselor.	500	212	131	56		500
Outcome Impact Description	The OVAG Victim Counselor will provide information/referral about services and supports to victims of family violence on the phone, in the office, in court, and in mail.					

PBO Recommendation:

PBO recommends approval of this grant contract. There is a small match to cover the difference between the previous and new grant amount in order to hire a victim counselor. PBO recommends that TCAO cover that small match with internal resources.

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?

TCAO/FV Div received a contract for the Other Victim Assistance Grant (OVAG) for FY 2010 - FY2011, through the Office of Attorney General (OAG), Crime Victims Services Division in 2009. TCAO/FV was able to buy one Dell computer and hire 1 FTE Victim Counselor to provide services to victims of family violence with the grant funding. The victim counselor currently provides outreach to victims of family violence in CC#4 and supportive protection order assistance to applicants from the community. The current OVAG grant contract ends on 8/31/11.

This Victim Counselor position will continue to build and enhance already existing victim services through TCAO/FV Div. There is a need for early victim contact in family violence cases. The funding in this application will build on the previous funding by specifically outreaching and making telephone contact with victims in family violence cases earlier.

The primary function of this victim counselor position, for the new OVAG grant award, is to outreach to victims early and offer supportive services. The goal of this grant project is for TCAO/FV Division to make initial contact with victim in less than 30 days after filing within the next year. The position on this grant will be an essential contribution to this goal. This grant will provide TCAO/FV Div with a victim counselor who is educated, skilled, and trained to work with victims of family violence in a prosecution setting. The victim counselor position will continue to enhance TCAO/FV Division's ability to combat "high safety risk" victim needs by making initial victim contact early in cases. This grant funding will help victims have earlier access to crisis/safety help, education/information, supportive counseling, rapport/trust w/ TCAO, resource advocacy/referrals, victim input/opinion in case, court setting/case updates, and an on going/supportive victim counselor at the beginning and through the case. Victims of family violence need early opportunities after charges are filed to give victim input, learn about criminal justice system, and participate in prosecution.

TCAO/FV Division has a duty to respond to issues of safety in the community and accountability family violence. The 2009-2010 Community Plan for Travis County identifies a priority area related to domestic violence that this grant project seeks to address. Priority statement number three, on Pg. 16, states, "Developing and implementing more effective police, court, and prosecution policies, protocols, orders, and services specifically devoted to preventing, identifying and responding to violent crimes against women, including the crimes of sexual assault and domestic violence." This grant project will allow TCAO to strengthen its victim services and prosecution by identifying and responding to victims needs early in the case, thus increasing the likelihood of positive outcomes and safety for victims of family violence.

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

This new OVAG grant is available 2-years at a time. If the TCAO performs adequately then we have eligibility to re-apply for an additional 2-years, in the future. We are required to provide an

office space, desk, telephone/telephone port, and supplies for the grant funded employee. The FTE Victim Counselor position, currently funded by OVAG, has a computer that was paid for with OVAG grant funds in 2009.

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 OAG only allowed grantees to apply for a max award of \$42,000 each year for FY 2012 and FY2013. Total for both years is \$84,000. (Note: The max award for previous OVAG funding was \$50,000 per year in FY2010 and FY2011. Previous total was \$100,000.)

The OAG is only rewarding grants on a yearly basis so we now have a 1 year contract for FY 2012 with our office. Our previous TCAO match request of \$5,902 per fiscal year was based on our best guess estimate for what we thought this fiscal year's benefits would require. However, since we can't predict how much benefits will cost in the future, we did not include the approximate 4% increase (\$1908) in our original request.

A base salary and fringe for an FTE Victim Counselor Position in Travis County with a #15 paygrade, totals to \$49,810 (\$34,609-Salary & \$15,201-Fringe.)

TCAO will now need to match \$7,810 to pay for the remaining fringe that the max grant OVAG award of \$42,000 would not cover for a FTE Victim Counselor Position at Travis County.

TCAO would like to continue with the FTE Victim Counselor and asks that \$7,810 is matched by the County. It is essential that TCAO continue to provide victim services to the growing number of victims of family violence in TCAO cases and more demand of services to address family violence and safety in the community. The FTE Victim Counselor position through OVAG grant funding would be maintained at TCAO. The OVAG grant will be covering 100% of the salary costs and 48.6% of the fringe. The County would be providing 51.4% of the fringe costs for the position to continue for the next fiscal year.

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

N/A

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.

Travis County Attorney's Office is committed to meeting the needs and enhancing services of family violence victims. Should we lose funding for this position, the Travis County Attorney's Office will seek other grant sources. If another grant source is not available, then our office will attempt to request additional staff from the County Commissioner's Court. Our office also continues to rely on our volunteer social work interns as a means of support and advocacy to serve our victims. Our office will also continue to maintain a full-time LMSW (social worker) to provide additional victim outreach while supervising the social work intern program.

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

This is a continuation of the same victim counselor position for the OVAG grant. The victim counselor position will continue to outreach to victim in family violence cases and provide victim services.

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.

In the next year, TCAO/FV Division will make initial phone contacts with victims of family violence in an average of 30 days or less after case filing. Victims of family violence are "high safety risk" clients and need early contact so they can be provided options for safety, crisis, and resources. Victims of family violence need early opportunities after charges are filed to give victim input, learn about criminal justice system, and participate in prosecution. The victim counselor position funded by this grant will help TCAO meet its goal to outreach and assist victims of family violence earlier in the case and offer services for safety including: CVC assistance, assistance with VINE, assistance with restitution, and information and referral. This funding helps to support and expand our services at TCAO. The grant provides more support to the needs of victims in our cases, thus helping victim make plans for their choices and safety options earlier in prosecution.

**GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND
TRAVIS COUNTY ATTORNEY'S OFFICE**

OAG Contract No. 1229715

This contract is executed between the Office of the Attorney General (OAG) and Travis County Attorney's Office (GRANTEE) for certain grant funds. The Office of the Attorney General and Travis County Attorney's Office may be referred to in this contract individually as "Party" or collectively as "Parties."

SECTION 1. PURPOSE OF THE CONTRACT

The purpose of the Other Victim Assistance Grant (OVAG) program is to accomplish the general public purpose of addressing the unmet needs of crime victims by maintaining or increasing their access to quality services. It is intended that the grants will be awarded through a competitive selection and allocation process. The purpose of this contract is to provide reasonable contractual controls to ensure that the public purposes of the grant are achieved. In general, and subject to the terms, conditions, and limitations of each specific contract with each grantee, OVAG contracts awarded may be used for victim-related services or assistance for the following purposes:

- a. To provide direct services to crime victims including, but not limited to, counseling, crisis intervention, assistance with Crime Victims' Compensation, assistance with Texas VINE, legal assistance, victim advocacy, and information and referral;
- b. To provide outreach or community education to help identify crime victims who might not otherwise be reached and provide or refer them to needed services;
- c. To connect crime victims to services for the purpose of supporting or assisting in their recovery;
- d. To train professionals and volunteers to improve their ability to inform crime victims of their rights, to assist crime victims in their recovery, or to establish a continuum of care for crime victims; or
- e. To provide other support for crime victims, related to services or assistance in aid of the recovery of the victim as determined by the OAG.

SECTION 2 TERM OF THE CONTRACT

This contract shall begin on September 1, 2011 and shall terminate August 31, 2012, unless it is terminated earlier in accordance with another provision of this contract. The OAG is not obligated to reimburse expenses that were incurred prior to the commencement or after the termination of this contract.

SECTION 3 GRANTEE'S CONTRACTUAL SERVICES

3.1 GRANTEE's Compliance with the OVAG/VCLG FY 2012-2013 Grant Application Kit. GRANTEE will comply with the terms and conditions as set forth and required in the OVAG/VCLG FY 2012-2013 Grant Application Kit ("Application Kit") if not supplemented, amended or adjusted by the OAG, as acknowledged by GRANTEE.

3.2 Establishment of Final Project Budget, Targets, Outputs, Outcomes, and Special Conditions. The OAG, at its sole discretion, establishes the initial Budget for this grant project, as reflected on the attached Exhibit A. If any adjustments were made by the OAG to GRANTEE's budget, those adjustments will be reflected on the attached Exhibit A. The final Narrative, as submitted by GRANTEE, and as further modified by the OAG, is attached as Exhibit B. If any Special Conditions were imposed by the OAG, those provisions will be reflected on the attached Exhibit C.

The OAG, at its sole discretion, will establish the final project targets, outputs, and outcomes. In addition, the OAG, at its sole discretion, may adjust GRANTEE's budget, targets, outputs, outcomes, and/or any other items as deemed appropriate by the OAG, at any time, during the term of this contract.

SECTION 4 GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; Filings with the OAG. GRANTEE shall forward to the OAG, the applicable reports on forms as specified by the OAG. GRANTEE shall establish procedures to ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

4.1.2 Cooperation; Additional Information. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact. GRANTEE shall submit within ten (10) business days notice to the OAG of any change of the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. GRANTEE shall promptly notify the OAG, preferably in advance, of a change in address or main telephone number of GRANTEE. A change in GRANTEE's name requires an amendment to the contract. GRANTEE must submit a written request by the governing body on GRANTEE's letterhead, with

original signature, to change an Authorized Official. GRANTEE, by an email, fax or GRANTEE letterhead signed by the Authorized Official, may request a change to the Grant Contact.

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization.

Such fiscal and programmatic management shall include accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain financial management and control systems that include appropriate financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; financial management systems, including accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; determination of reasonableness, allocation of costs; and timely and appropriate audits and resolution of any findings; and annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP) or other recognized accounting principle.

4.1.5. Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records and other information relating to services provided in accordance with applicable federal and state law, rules and regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

4.2 Programmatic Reports

4.2.1 Quarterly Statistical (Performance) Reports. GRANTEE shall forward to the OAG quarterly statistical reports no later than the 30th day of each month following the end of the quarter. The four quarters end on the last day of the month of November, February, May and August. Accordingly, quarterly statistical reports, for each quarter, are due on or before December 30, 2011, March 30, 2012, June 30, 2012, and continuing until the last quarterly statistical report which is due on or before September 30, 2012. If this contract is extended, the quarterly statistical reports are likewise extended.

Contents of Quarterly Statistical Reports. The quarterly statistical reports shall contain, at a minimum, information on the following statistical measures:

- a. Targets as established by the OAG;
- b. Outputs and Outcomes as established by the OAG; and
- c. Program Impact Narratives.

4.2.2 Written Explanation of Variance. GRANTEE is required to provide a written explanation to the OAG for any variances on the quarterly statistical report for any year-to-date performance by GRANTEE that varies from projected performance. In addition to the written explanation, GRANTEE shall promptly answer any questions of the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

4.2.3 Other Program Reports. GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods, client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

4.3 Financial Matters

4.3.1 Grant Budget. With regard to the use of funds pursuant to this contract, GRANTEE will immediately review the budget as established in this contract.

4.3.2 Monthly Request for Reimbursement and Financial Status Report. Grant funds are paid on a cost reimbursement basis. GRANTEE will submit, each month, a monthly request for reimbursement for the actual and allowable allocable costs incurred by GRANTEE for project costs to provide services under this contract. The payments made to GRANTEE shall not exceed its actual and allowable allocable costs to provide the services under this contract.

The request for reimbursement will be submitted to the OAG in the form and manner as approved by the OAG and will specify the detailed and total expenses for the month, in the following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses. The request for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

A financial status report is required each month, whether GRANTEE has paid expenses, or is seeking reimbursement.

4.3.3 Fiscal Year End Required Reports. On or before October 15, 2011 and, if this contract is

extended, October 15, 2011, GRANTEE will submit fiscal year end required reports.

- a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year in the following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses.
- b. **Equipment Inventory Report.** GRANTEE will submit an Equipment Inventory Report which provides record of the current inventory of items purchased, disposed, replaced or transferred of any equipment purchased with grant funds.

4.3.4 Annual Independent Financial Audit Report. Unless otherwise noted on Exhibit C (Special Conditions), GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit – “timely” means on or before May 31, 2012 and, if this contract is extended, on or before May 31, 2013 for a grantee whose fiscal year ends on August 31 of each year; otherwise, the timely submission to the OAG is on or before nine (9) months after the end of GRANTEE’s accounting year. GRANTEE will contract an independent CPA firm to perform an annual financial audit engagement. GRANTEE’s independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of OMB Circular A-133 (audits of State, Local Government, and Non-Profit Organizations) and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

4.3.5 Timing of Submission of Request for Reimbursement to the OAG; Close-Out Invoice. GRANTEE is responsible for submitting bills in an accurate and timely manner, and shall make every reasonable effort to submit monthly billings to the OAG, which cover the previous month’s expenses, so that they are received by the OAG on or before the twentieth (20th) day of each month, or if the 20th falls on a weekend or holiday, the next business day. The OAG will make all reasonable efforts to promptly process and make payments on properly completed billings. GRANTEE may submit a final invoice not later than the earlier of (1) forty-five (45) calendar days after termination of this contract; or (2) forty-five (45) calendar days after the end of each state fiscal year.

4.3.6 Reimbursement of Actual and Allowable Costs. The OAG shall only reimburse costs incurred and paid by GRANTEE during the term of this contract. The OAG shall only reimburse GRANTEE for employee costs that are directly related to performing the responsibilities of this contract.

4.3.7 Refunds and Deductions. If the OAG determines that GRANTEE has been overpaid grant funds under this contract, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, GRANTEE shall refund that amount of the OAG reimbursement identified by the OAG as an overpayment. The OAG may offset and deduct the amount of the overpayment from any amount owed to GRANTEE, as a reimbursement, but not yet paid by the OAG to GRANTEE. The OAG may choose to require a payment directly

from GRANTEE rather than offset and deduct a specified amount. GRANTEE shall refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination. GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment or assets, which is available to the OAG at all times upon request.

GRANTEE will administer a program of maintenance, repair, and protection of equipment or assets under this contract so as to ensure the full availability and usefulness of such equipment or assets. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided under this contract, it shall use the proceeds to repair or replace said equipment or assets.

To the extent that the OAG reimburses GRANTEE for its purchase of equipment and supplies with funds from this contract, GRANTEE agrees that upon termination of the contract, title to or ownership of all such purchased equipment and supplies, at the sole option of the OAG, shall remain with the OAG.

4.3.9 Direct Deposit. GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

SECTION 5 OBLIGATIONS OF OAG

5.1 Monitoring. The OAG is responsible for closely monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this contract.

5.2 Maximum Liability of OAG. The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability must be supported by a written amendment to this contract.

5.3 Reimbursement of Grantee Expenses. The OAG shall be liable to reimburse GRANTEE for all actual and allowable allocable costs incurred by GRANTEE pursuant to this contract. The OAG is not obligated to pay unauthorized costs. In addition to other reasons, prior written approval from the OAG is required if GRANTEE anticipates altering the scope of the grant, adding funds to previously un-awarded budget categories, changing funds in any awarded budget category by more than 10% of the annual budget and/or adding new line items to any awarded budget category.

5.4 Contract Not Entitlement or Right. Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, without first executing a written amendment to this contract. GRANTEE agrees that nothing in this contract will be interpreted to create an obligation or liability of the OAG in excess of the funds as stated in this contract.

5.5 Funding Limitation. GRANTEE agrees that funding for this contract is subject to the actual receipt of grant funds (state and/or federal) appropriated to the OAG and such funds are sufficient to satisfy all of OAG's duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this contract or arising out of any performance pursuant to this contract. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OAG for the purpose of this contract. **GRANTEE agrees that notwithstanding any other provision of this contract, if the OAG is not appropriated the funds or if the OAG does not receive the appropriated funds for the purpose of this grant program, or if the appropriated funds made for the purposes of this grant program, are deemed, in the sole discretion of the OAG, required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this contract.**

SECTION 6 TERMINATION

6.1 Termination for Convenience. Either Party may, at its sole discretion, terminate this contract in whole or in part, without recourse, liability or penalty, upon thirty (30) calendar days notice to the other party.

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this contract.

6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract.

Termination of this contract for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this contract: Sections 4, 5, 7, 11 and 12.

SECTION 7 AUDIT RIGHTS; RECORDS RETENTION

7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records to support its charges, procedures, and performances to the OAG for all work related to this contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the United States, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

7.2 Records Retention. GRANTEE shall maintain and retain for a period of four (4) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this contract, including but not limited to any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for updates to mission critical information, charges, procedures, and performances. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of the system by tracing the activities of individuals through the system. GRANTEE's automated systems must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

7.4 Access and Audit. GRANTEE shall grant access to and make available copies of all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract, compliance with the applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any contractor to discharge GRANTEE's obligations to likewise permit access to, inspection of, and reproduction of all books and records of the subcontractor(s) that pertain to this contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days advance notice of any such examination or audit.

7.5 Location. Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or its designees may reasonably require to

perform the audits described in this contract.

SECTION 8 SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate methods for submission of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method.

8.1 Programmatic Reports and Information (excluding Financial Reports). All quarterly statistical reports, annual performance reports, correspondence, reports or notices, except financial reports specified below, must be submitted via email to:

OAG-Grants@oag.state.tx.us

If requested or approved by the OAG, other programmatic reports, may be submitted to:

Program Manager – Grants Administration Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

8.2 Financial Reports (excluding Programmatic Reports and Information). All financial status reports, requests for reimbursement, audits, and inventory reports, must be submitted in hard copy format to:

Financial Manager – Grants Administration Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

The Annual Independent Financial Audit and related documents, as well as any other reports, if requested or approved by the OAG, may be submitted to:

OAG-Grants@oag.state.tx.us

SECTION 9 CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OAG or GRANTEE.

9.1 Corrective Action Plans. If the OAG finds deficiencies with GRANTEE's performance under this contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

9.2 Financial Hold. Failure to comply with submission deadlines for required reports, invoices, or other requested information, may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

9.3 Sanctions. In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withhold or suspend funding, offset previous reimbursements, require repayment, disallow claims for reimbursement, reduce funding, terminate this contract and/or any other appropriate sanction.

9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this contract.

SECTION 10 GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, OMBs and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, OMB circulars, or any other authorities relevant to the performance of GRANTEE under this contract.

10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as the Uniform Grant Management Act of 1981 (UGMA), Texas Government Code, Chapter, 783, as amended, GRANTEE agrees to comply with Uniform Grant Management Standards (UGMS), as promulgated by the Governor's Budget and Planning Office. Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, as contained in the Application Kit, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with UGMS and the applicable OMB circulars, return of grant funds in the event of loss or misuse, and conflict of interest.

10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles. GRANTEE shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE, and follow OAG fiscal management policies and procedures in processing and submitting for reimbursement GRANTEE's billing and maintaining financial records related to this contract.

10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to their performance under this contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to their performance under this contract.

10.5 Compliance with Regulatory and Licensing Bodies. GRANTEE agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, Texas Comptroller of Public Accounts and related Federal governmental bodies related to GRANTEE's right to conduct it business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance, state, or federal laws. If GRANTEE is a law enforcement agency regulated by Chapter 1701, Texas Occupations Code, GRANTEE agrees that it is in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

SECTION 11 SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. GRANTEE expressly agrees that it is an independent contractor and under no circumstances shall any owners, incorporators, officers, directors, employees, or volunteers of GRANTEE be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OAG.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of their contractors shall be considered to be solely the employees or agents of GRANTEE or the contractors. GRANTEE or contractors shall be responsible for ensuring that there is payment of any and all appropriate payments, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

To the extent permitted by Texas law, GRANTEE or contractors are responsible for all types of claims whatsoever due to the actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties and, to the extent permitted by Texas law, GRANTEE and/or contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of their actions or performance under this contract. To the extent permitted by Texas law, GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act or omission of GRANTEE, its employees, representatives, agents, or subcontractors in their performance under this contract.

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement or public service disclosure relating to this contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining the written consent from the OAG. This section is not intended and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

11.3 Intellectual Property. GRANTEE understands and agrees that where funds obtained under this contract may be used to produce original books, manuals, films, or other original material and intellectual property, GRANTEE may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and GRANTEE hereby grants to the OAG or the state (or federal government, if federal funds are expended in this grant) government. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative

works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate at its sole discretion, any component of such intellectual property made the subject of this contract.

11.4 Program Income. Gross income directly generated from the grant funds through a project or activity performed under this contract are considered program income. Unless otherwise required under the terms of this contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this contract term; program income not expended in this contract term shall be refunded to the OAG.

11.5 No Supplanting. GRANTEE shall not supplant or otherwise use funds from this contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this contract.

11.6 No Solicitation or Receipt of Funds on Behalf of OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

11.7 No Subcontracting or Assignment Without Prior Written Approval of OAG. GRANTEE may not subcontract or assign any of its rights or duties under this contract without the prior written approval of the OAG. It is within the OAG's sole discretion to approve any subcontracting or assignment. In the event OAG approves subcontracting or assignment by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this contract to the extent compliance is needed to support GRANTEE's compliance with this contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this contract and that the OAG shall not be liable in any manner to GRANTEE's subcontractor(s).

11.8 No Grants to Certain Organizations. GRANTEE confirms that by executing this contract that it does not make contributions to campaigns for elective office or endorse candidates.

11.9 No Waiver of Sovereign Immunity. The Parties agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

11.10 Governing Law; Venue. This contract is made and entered into in the State of Texas. This contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consent to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts, the suit, action or proceeding is brought in an inconvenient forum and/or the venue is improper.

11.11 Limitation on Civil Legal Services Providers. If GRANTEE is a provider of civil legal services to victims of crime, and if the purpose of the grant funds is to provide legal services to victims of crime, GRANTEE shall comply with the following:

11.11.1 Services to Indigent Clients. GRANTEE shall provide victim-related civil legal services directly to indigent victims, indigent immediate family members of indigent victims, or indigent claimants. "Indigent" means an individual who earns not more than 187 ½% of the federal poverty guidelines published by the United States Department of Health and Human Services. Victims, immediate family members of victims and claimants are defined in Article 56.32 of the Code of Criminal Procedure.

11.11.2 Eligibility Screening. GRANTEE shall conduct eligibility screening for each individual seeking victim-related civil legal services. GRANTEE agrees to use the intake screening form supplied by the OAG. A copy of all intake screening forms shall be maintained by GRANTEE in a central location and shall be made available to the OAG or any party the OAG determines should have access to the documents at any reasonable time.

11.11.3 No Cases Resulting in Fees. Grant funds to organizations to provide legal services to the victims of crime, immediate family members or claimants in civil matters shall not be used for any case or matter that, if undertaken on behalf of an indigent person by an attorney in private practice, might reasonably be expected to result in payment of a fee for legal services from an award to a client from public funds, or from the opposing party.

The above provisions of may not be applicable in any case where GRANTEE determines in good faith that the indigent person seeking legal assistance has made reasonable efforts to obtain the services of an attorney in private practice for the particular matter (including contacting attorneys in private practice in the county of residence of the indigent person who normally accept cases of a similar nature), and has been unable to obtain such services because the potential fee is inadequate, is likely to be uncollectible, would substantially consume any recovery by the client, or because of any other reason which the organization, acting in good faith, believes prevents the client from obtaining the services of a private attorney.

11.11.4 Other Restrictions. Grant funds shall not be used to directly fund class action suits, lawsuits against governmental entities, or lobbying for or against any candidate or issue. Grant

funds shall not be used to sue or otherwise support a cause of action, claim, or defense against the State of Texas or the Office of the Attorney General, except as specifically provided below.

Grant funds may be used to support a lawsuit brought by an individual, solely on behalf of the individual or the individual's dependent or ward, to compel a governmental entity to provide benefits that the individual or the individual's dependent or ward is expressly eligible to receive, by statute or regulation, including social security benefits, temporary assistance to needy families, financial assistance under Chapter 31, Human Resources Code, food stamps, special education for persons with disabilities, Medicare, Medicaid, subsidized or public housing, and other economic, shelter or medical benefits provided by a government directly to an indigent individual, but not to support a claim for actual or punitive damages.

Grant funds shall not be used to support any legal action seeking to establish, obtain or appeal Compensation for Crime Victims payments as administered by the Office of the Attorney General.

11.11.5 Cooperation and Collaboration. GRANTEE will cooperate and collaborate in their service areas with (a) all other organizations providing civil legal services to the indigent, (b) the local organized bar, (c) relevant social and human service organizations, (d) relevant governmental agencies, and (e) other organizations that specifically provide victim related services.

11.11.6 Professional Conduct. In accepting and pursuing matters for clients, GRANTEE shall adhere to the Texas Disciplinary Rules of Professional Conduct and the Texas Rules of Disciplinary Procedure and any other code or rules of professional responsibility adopted by this state for attorneys and should exercise reasonable prudent judgment and consider all relevant factors, including the legal merits and the economic and practical value of the matter.

11.11.7 Retainer Agreements and Private Referrals. Except for matters involving limited advice and brief services (e.g. clinics, hotlines, and similar services), each grantee shall execute a written retainer agreement, or letter of engagement, containing appropriate provisions for withdrawal of representation, with each client who receives legal services from the grantee. For cases that are referred by grantees to private attorneys, the grantee shall make available to the accepting attorney a standard form retainer agreement which may be modified based on agreement between the attorney and client.

The OAG, at its sole discretion, may further limit, authorize or define the scope of permitted legal services by GRANTEE.

SECTION 12 CONSTRUCTION OF CONTRACT AND AMENDMENTS

12.1 Construction of Contract. The provisions of Section 1 are intended to be a general introduction to this contract. To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this contract.

12.2 Entire Agreement, including All Exhibits. This contract, including all exhibits reflect the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties relative to such subject matter. By executing this contract, GRANTEE agrees to strictly comply with the requirements and obligations of this contract, including all exhibits.

12.3 Amendment. This contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

12.4 Partial Invalidity. If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

12.5 Non-waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this contract.

12.6 Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

**OFFICE OF THE ATTORNEY
GENERAL**

**TRAVIS COUNTY ATTORNEY'S
OFFICE**

Printed Name: _____
Office of the Attorney General

Printed Name: _____
Authorized Official

Date: _____

Date: _____

EXHIBIT A**GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND TRAVIS COUNTY ATTORNEY'S OFFICE****OAG Contract No. 1229715**

Maximum Liability of the OAG. The OAG and GRANTEE stipulate and agree that the total liability of the OAG to GRANTEE directly or indirectly arising out of this contract and in consideration of full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this contract or arising out of any performance herein, shall not exceed the following:

FORTY-TWO THOUSAND AND 00/100 (\$42,000) DOLLARS.

Budget. Subject to the limitations within this contract, the OAG will reimburse GRANTEE for actual allowable and allocable costs paid according to the following amounts and budget categories:

Budget Category	State Fiscal Year 2012
Personnel	\$34,609
Fringe Benefits	\$7,391
Professional & Consultant Services	\$0
Travel	\$0
Equipment	\$0
Supplies	\$0
Other Direct Operating Expenses	\$0
Total	\$42,000

EXHIBIT B

GRANT CONTRACT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL AND TRAVIS COUNTY ATTORNEY'S OFFICE

OAG Contract No. 1229715

GRANT NARRATIVE

Only the FY 2012 portion of the final Narrative applies to this contract as submitted by GRANTEE, and as further modified by the OAG:

If Travis County Attorney's Office/ Family Violence Division is awarded OVAG grant funding to implement this project, then the office will work with our Travis County Commissioner's Court to approve/accept the award. During this time, the TCAO FV Division Director will work on posting the job description for the full-time OVAG grant funded Victim Counselor position and begin the interview/hiring process. The TCAO Grant Manager, TC HR, and TC Auditors will work to create amounts to certify the revenue and create accounts. Once the revenue is certified, work will be done to continue interview and hiring process. TCAO will interview potential applicants for the position and make an offer and start date. The TCAO Grant Manager and Division Director will become familiar with grant needs: Statistic gathering and documentation needs, deadlines for project progress reports and financial reporting. Orientation and training will be planned for the new employee. The new victim counselor under this grant will work M-F 8-5pm with 1 hour lunch. The position's office will be located at TCAO/FV Division. The position will be provided necessary office supplies, desk, chair, computer, and phone by Travis County Funds.

The new victim counselor under this grant will participate in 2-3 months of orientation and training where he/she will observe and shadow other victim counselors, read a manual, observe court, visit partner agencies, and become familiar with skills and duties. This victim counselor will be trained specifically in the goal for the grant. Initially, this victim counselor should shadow and train to do victim contact on the phone and observe Court 4 prosecution work. After the victim counselor has become familiar with phone outreach and prosecution work, then he/she would need to train and assist with protective order screening and support of applicants. For the next 2 years: Grant Funded Victim Counselor Duties: 50% of the victim counselor's time (weekly) on this grant project will be early phone outreach to victims in our newly filed family violence cases. Phone outreach and early support of victims in new filed criminal cases is the primary goal of this grant and needs to encompass 50% or more of the victim counselor's duties reported on grant activity logs.

h2

A set/consistent schedule would work best where the victim counselor can focus on outreach and not interrupted. The remaining time will need to be devoted to other victim counselor work: Protective Order screening rotation, follow up with victims, victim witness phone rotation, documentation, staff meetings, community meetings, trainings, grant activity logs/timesheet etc.

The primary function of this position is to outreach to victims early and offer supportive services. The goal of this grant project is for TCAO/FV Division to make initial contact with victim is les then 30 days after filing with in the next 2 years. The position on this grant will be an essential contribution to this goal. This grant will provide TCAO/FV Div with a victim counselor who is educated, skilled, and trained to work with victims of family violence in a prosecution setting. The victim counselor will enhance TCAO/FV Division's ability to combat "high safety risk" victim needs by making initial victim contact early in cases. This grant funding will help victims have earlier access to crisis/safety help, education/information, supportive counseling, rapport/trust w/ TCAO, resource advocacy/referrals, victim input/opinion in case, court setting/case updates, and an on going/supportive victim counselor at the beginning and through the case.

EXHIBIT C

**GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND TRAVIS COUNTY ATTORNEY'S OFFICE**

OAG Contract No. 1229715

SPECIAL CONDITIONS

Special Conditions are imposed by the OAG, at its sole discretion. In addition to the ones identified in this exhibit to this contract, the OAG may, at its sole discretion, impose additional special conditions, with or without notice, without amending this contract.

The OAG is placing GRANTEE on immediate financial hold, without further notice, until all Special Conditions, if any, listed in this Exhibit are met.

The following Special Conditions apply to this contract:

- None

GRANT SUMMARY SHEET

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

Department/Division:	47/21 Emergency Services/Emergency Management
Contact Person/Title:	Pete Baldwin/Emergency Management Coordinator
Phone Number:	974-0472

Grant Title:	Urban Area Security Initiative (UASI).		
Grant Period:	From:	8/1/2010	To: 12/31/2012
Grantor:	Department of Homeland Security/FEMA		
American Recovery and Reinvestment Act (ARRA) Grant	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	

Check One:	New: <input type="checkbox"/>	Continuation: <input type="checkbox"/>	Amendment: <input checked="" type="checkbox"/>
Check One:	One-Time Award: <input checked="" type="checkbox"/>	Ongoing Award: <input type="checkbox"/>	
Type of Payment:	Advance: <input type="checkbox"/>	Reimbursement: <input checked="" type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:	\$250,000					\$250,000
Operating:	50,000					50,000
Capital Equipment:	50,000					50,000
Indirect Costs:						0
Total:	\$350,000	\$0	\$0	\$0	\$0	\$350,000
FTEs:	1.00					1.00

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	EH	Ellen Heath o.k.
County Attorney	<input checked="" type="checkbox"/>	JC	Jim Connolly o.k.

Performance Measures	Projected FY 11 Measure	Progress To Date:				Projected FY 12 Measure
		12/31/10	3/31/11	6/31/11	9/30/11	
Applicable Depart. Measures						
# of Drills/EOC Activations	7	2				7
# of Training Provided/Taken	12	4				
Measures For Grant						
# of Drills & Training Conducted	3	N/A	1	1	1	4
Outcome Impact Description						
Outcome Impact Description						
Outcome Impact Description						

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 addition of a Strike Team Coordinator to the Office of Emergency Management would not affect current operations. The addition of another staff would enhance the Office's ability to manage large scale events and would help meet departmental performance measures by conducting training and exercises.



Texas Department of Public Safety

2010 Grant Adjustment Notice
for
Travis County

This GAN changes the performance dates of the grants in Section 5.

Date of Award

July 20, 2011

1. Sub-Recipient Name and Address		2. Prepared by: Hatfield, Bryan	3. SAA Award Number: 10-GA 48453-02
Judge Samuel T. Biscoe Travis County P. O. Box 1748 Austin, TX 78767		4. Federal Grant Information	
		Federal Grant Title: Urban Area Security Initiative (UASI)	
		Federal Grant Award Number: 2010-SS-T0-0008	
		Date Federal Grant Awarded to TxDPS: August 1, 2010	
		Federal Granting Agency: Department of Homeland Security FEMA Grant Programs Directorate	

5. Award Amount and Grant Breakdowns

UASI Award Amount (Federal) CFDA: 97.008 \$350,000.00	Grant Period:	
	From: Aug 1, 2010	To: Dec 31, 2012
	(The SAA must receive all invoices by the end of grant period)	

6. Statutory Authority for Grant: This project is supported under Department of Homeland Security Appropriations Act, 2010 (Public Law 111-83).

7. Method of Payment: Primary method is reimbursement.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at <http://www.epls.gov.2.8.9029.0>

9. Agency Approval

Approving TxDPS Official: Machel Pharr Deputy Assistant Director State Administrative Agency Texas Department of Public Safety	Signature of TxDPS Official:
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10. Sub-Recipient Acceptance

I have read and understand the attached Terms and Conditions.

Type name and title of Authorized Sub-Recipient official: Travis County Judge Samuel T. Biscoe	Signature of Sub-Recipient Official:
---	---

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number: 746000192	12. Date Signed : [Blank]
---	---

13. DUE DATE: September 3, 2011

Signed award and Direct Deposit Form (if applicable) must be returned to TxDPS on or before the above due date.

2010 TERMS AND CONDITIONS

Instructions:

The Sub-recipient must:

1. Fill in the contact information and sign the Sub-Recipient Award
2. Certify they have read and understand the Terms and Conditions by initialing the bottom of each page.
3. Fill in the contact information located on Page 4.
4. Certify to the statements provided in Exhibits A and B and C located at the back of this document by filling in contact information and signing both exhibits.
5. Return all documents to the SAA in accordance with the date provided in the transmittal letter and/or in the agreement.

Parties to Sub-recipient Agreement

This Sub-recipient Agreement (includes the Sub-recipient Award and the Terms and Conditions) is made and entered into by and between the Department of Public Safety / State Administrative Agency, (DPS/SAA) an agency of the State of Texas, hereinafter referred to as "DPS/SAA," and the funds recipient, hereinafter referred to as the "Sub-recipient." Furthermore, DPS/SAA and the Sub-recipient are collectively hereinafter referred to as the "Parties." The Sub-recipient Agreement is only an offer until the Sub-recipient returns the signed copy of the 2010 Sub-recipient Agreement in accordance with the date provided in the transmittal letter and/or in the agreement Sub-recipient Agreement Award.

Sub-recipient must not assign or transfer any interest in this Sub-recipient Agreement without the express, prior written consent of the SAA.

Overview. and Performance Standards

All allocations and use of funds under this grant must be in accordance with the FY 2010 Guidelines and Application Kit for the Federal Grant Title specified on the Sub-recipient Agreement Award. All award Sub-recipients are required to have read, understood and accepted the FY 2010 Guidance and Application Kit as binding.

Standard of Performance. The Sub-recipient shall perform all activities and projects entered into the SAA web-based grants management system approved by its Regional Planning Group / Urban Area Working Group and/or by the State Administrative Agency (SAA) as applicable. The Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Sub-recipient agreement, Terms and Conditions and the following Exhibits located at the end of this document:

1. Assurance – Non-Construction Programs, hereinafter referred to as "Exhibit A"
2. Assurance – Construction Programs, hereinafter referred to as "Exhibit B"
3. Certification, hereinafter referred to as "Exhibit C"

Failure to Perform. In the event the Sub-recipient fails to implement the project(s) entered into the SAA web-based grants management system, or comply with any of this Sub-recipient agreement's provisions, in addition to the remedies specified in this Sub-recipient agreement, the Sub-recipient is liable to DPS/SAA for an amount not to exceed the award amount of this Sub-recipient agreement and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other federal program funds administered by DPS/SAA until repayment to DPS/SAA is made and any other compliance or audit finding is satisfactorily resolved.

Initial _____ Date _____

DPS/SAA Obligations

Measure of Liability. DPS/SAA shall not be liable to the Sub-recipient for any costs incurred by the Sub-recipient that are not allowable costs.

Sub-recipient Agreement Funds Defined and Limit of Liability. The term "Sub-recipient agreement funds" as used in this Sub-recipient agreement means funds provided by DPS/SAA under the DHS/FEMA grant programs. The term "Sub-recipient's funds" or match funds as used in this Sub-recipient agreement means funds provided by the Sub-recipient.

Notwithstanding any other provision of this Sub-recipient agreement, the total of all payments and other obligations incurred by DPS/SAA under this Sub-recipient agreement shall not exceed the Total Award Amount listed on the cover page of the Sub-recipient agreement.

Sub-recipient shall contribute the match funds listed on the Sub-recipient Award page.

Excess Payments. The Sub-recipient shall refund to DPS/SAA any sum of Sub-recipient agreement funds that has been paid to the Sub-recipient by DPS/SAA or that DPS/SAA determines has resulted in overpayment to the Sub-recipient or that DPS/SAA determines has not been spent by the Sub-recipient in accordance with this Sub-recipient agreement. No refund payment(s) may be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. The Sub-recipient shall make such refund to DPS/SAA within thirty (30) days after DPS/SAA requests such refund.

Suspension

In the event the Sub-recipient fails to comply with any of this Sub-recipient Agreement's terms, DPS/SAA may, upon written notification to the Sub-recipient, suspend this Sub-recipient agreement in whole or in part, withhold payments to the Sub-recipient and prohibit the Sub-recipient from incurring additional obligations of Sub-recipient agreement funds.

Termination

DPS/SAA's Right to Terminate. DPS/SAA shall have the right to terminate this Sub-recipient agreement, in whole or in part, at any time before the end of the Performance Period, whenever DPS/SAA determines that the Sub-recipient has failed to comply with any of this Sub-recipient agreement's terms. DPS/SAA shall notify the Sub-recipient in writing prior to the thirtieth (30th) day preceding the termination of such determination and include:

1. the reasons for such termination;
2. the effective date of such termination; and
3. in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

Appeal will be made to the Deputy Director of Homeland Security, Department of Public Safety.

Enforcement

In taking an enforcement action, the awarding agency will provide the sub-recipient an opportunity for such hearing, appeal, or other administrative proceeding to which the sub-recipient is entitled under any statute or regulation applicable to the action involved.

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Conflict of Interest

No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Monitoring

Sub-recipients will be monitored periodically by federal or state agencies, both programmatically and financially, to ensure that project goals, objectives, performance requirement, timelines, milestone completion, budget, and other related program criteria are being met.

DPS/SAA reserves the right to perform periodic office-based and/or on-site monitoring of the Sub-recipient's compliance with this Sub-recipient agreement's terms and conditions and of the adequacy and timeliness of the Sub-recipient's performance pursuant to this Sub-recipient agreement. After each monitoring visit, DPS/SAA shall provide the Sub-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in the Sub-recipient's performance under this Sub-recipient agreement's terms, the monitoring report shall include requirements for the timely correction of such deficiencies by the Sub-recipient. Failure by the Sub-recipient to take action specified in the monitoring report may be cause for this Sub-recipient agreement's suspension or termination pursuant to the Suspension and/or Termination Section.

Audit

Audit of Federal and State Funds. The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement as required by the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26) and as outlined in Exhibit A. The Sub-recipient will also comply, as applicable, with Texas Government Code, Chapter 783, 1 TAC 5.141.et.seq. and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements.

DPS/SAA's Right to Audit. DPS/SAA reserves the right to conduct a financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement. The Sub-recipient agrees to permit DPS/SAA or its authorized representative to audit the Sub-recipient's records. The sub-recipient shall provide any documents, materials or information necessary to facilitate such audit.

Sub-recipient's Liability for Disallowed Costs. The Sub-recipient understands and agrees that it shall be liable to DPS/SAA for any costs disallowed pursuant to financial and compliance audit(s) of Sub-recipient agreement funds. The Sub-recipient further understands and agrees that reimbursement to DPS/SAA of such disallowed costs shall be paid by the Sub-recipient from funds that were not provided or otherwise made available to the Sub-recipient pursuant to this Sub-recipient agreement or any other federal contract.

Sub-recipient's Facilitation of Audit. The Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/SAA may require of the Sub-recipient. The Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Sub-recipient and the requirement to cooperate is included in any subcontract it awards.

Other Requirements

A. During the performance period of this grant, Sub-recipients must maintain an Emergency Management Plan at the Intermediate Level of planning preparedness or higher, as prescribed by the Texas Division of Emergency Management (TDEM). This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in the Sub-recipient's plan, Sub-recipient will correct deficiencies within 60 days of receiving notice of such deficiencies from TDEM.

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- B. Projects identified in the SAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable approved project investments for the period of performance of the grant.

- C. During the performance period of this grant, Sub-recipient agrees that it will participate in a legally-adopted county and/or regional mutual aid agreement.

- D. During the performance period, the Sub-recipient must be a registered user of the Texas Regional Response Network (TRRN) and identify all major resources such as vehicles and trailers, equipment costing \$5,000 or more and specialized teams/response units equipped and/or trained using grant funds (i.e. hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.

- E. Sub-recipients must submit Fiscal Year 2010 Indirect Cost Allocation Plan signed by Cognizant Agency - "Cognizant agency" means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under 2 CFR part 225 on behalf of all Federal agencies. OMB publishes a listing of cognizant agencies. Plan should be forwarded to the SAA along with the Planning and Administration Grant Budget Form.

- F. Council of Governments (COG) will follow guidelines listed in the SAA FY 10 COG Statement of Work.

- G. Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. The sub-recipient agrees to consult with DPS/SAA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

Closing the Grant

- A. The Sub-recipient must have expended all grant funds and submitted expenditure reimbursement requests and any invoices by the end of the performance period listed on the sub-recipient agreement.

- B. DPS/SAA will close a sub-award after receiving Sub-recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to awards modifications and payments. If the close out review and reconciliation indicates that the Sub-recipient is owed additional funds, DPS/SAA will send the final payment automatically to the Sub-recipient. If the Sub-recipient did not use all the funds received, DPS/SAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds.

- C. At the completion of the sub-recipient's performance period, DPS/SAA will de-obligate all uncommitted / unexpended funds.

Restrictions, Disclaimers and Notices

- A. In cases where local funding is established by a COG or UASI, governing board, the release of funds by DPS/SAA is contingent upon funding allocation approval by the governing board.

- B. Notwithstanding any other agreement provisions, the parties hereto understand and agree that DPS/SAA's obligations under this agreement are contingent upon the receipt of adequate funds to meet DPS/SAA's liabilities hereunder, except as required by IECGP and HSGP grants. DPS/SAA shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Notice of Sub-recipient Award.

- C. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to the Point of Contact listed for the sub-recipient in the SAA Grants Management System shall be deemed received the following business day.

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DPS/SAA Contact Information
Deputy Director, Homeland Security Texas Department of Public Safety State Administrative Agency P.O. Box 4087 Austin, TX 78773-0220

Sub-Recipient Contact Information
(Please Fill-In Contact Information below)
Name: Pete Baldwin Title: Emergency Mgt. Coord. Agency: TRAVIS County Address: P.O. Box 1748 Austin, TX 78767

Uniform Administrative Requirements, Cost Principles and Audit Requirements

Except as specifically modified by law or this Sub-recipient agreement's provisions, the Sub-recipient shall administer the award through compliance with the most recent version of all applicable Laws and Regulations. A non-exclusive list is provided below

A. Administrative Requirements

1. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
2. 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).

B. Cost Principles

1. 2 C.F.R. Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
2. 2 C.F.R. Part 220, Cost Principles for Education Institutions (OMB Circular A-21)
3. 2 C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. Federal Acquisition Regulations (FAR) Subpart 31.2, Contracts with Commercial Organizations

C. Audit Requirements – OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

D. Sub-recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

E. The sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the applicable FY2010 Grant Program Guidance and Application Kit.

F. The recipient must provide information to FEMA to assist with the legally-required environmental planning and historic preservation (EHP) review and to ensure compliance with applicable EHP laws and Executive Orders (EO). These EHP requirements include but are not limited to National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. The recipient must comply with all Federal, State, and local EHP requirements and obtain applicable permits and clearances.

Recipient shall not undertake any activity from the project that would result in ground disturbance, facility modification, or relates to the use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings that are 50 years old or older. Recipient must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office. Initiation of these activities prior to completion of FEMA's EHP review will result in a non-compliance finding and may not be eligible for grant funding.

G. Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Sub-recipient agreement's activities and performances rendered by the Sub-recipient including but not limited to the laws and the regulations promulgated in State Administrative Agency Information Bulletins, and Texas Uniform Grants Management Standards (UGMS).

H. The sub-recipient(s) must, in addition to the assurances, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of the award, and the approved application.

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Retention and Accessibility of Records

Retention of Records. The Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of Sub-recipient agreement funds pursuant to the applicable OMB Circular and this Sub-recipient agreement. The Sub-recipient shall retain these records and any supporting documentation for the greater of three (3) years from the completion of this project's public objective, including program requirements and financial obligations, or the period of time required by other applicable laws and regulations. Sub-recipient shall comply with 44 CFR Section 13.42 and UGMS §___.42

Access to Records. The Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, DPS/SAA, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by the Sub-recipient pertaining to this Sub-recipient agreement including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by the Sub-recipient. The Sub-recipient agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act, , and Texas Government Code Chapter 552.

Inclusion in Subcontracts. The Sub-recipient shall include the substance of this Section in all subcontracts.

Legal Authority

Signatory Authority. The Sub-recipient assures and guarantees that the Sub-recipient possesses the legal authority to enter into this Sub-recipient agreement, receive Sub-recipient agreement funds and to perform the services the Sub-recipient has obligated itself to perform pursuant to this Sub-recipient agreement.

Authorized Representative. The person or persons signing and executing this Sub-recipient agreement on the Sub-recipient's behalf do warrant and guarantee that he, she or they have been duly authorized by the Sub-recipient to execute this Sub-recipient agreement on the Sub-recipient's behalf and to validly and legally bind the Sub-recipient to all contractual terms, performances and provisions.

Conflicts in Requirements. If conflict exists between federal, state, or local requirements, the sub-recipient shall comply with the strictest requirement. .

Notice of Litigation and Claims

The Sub-recipient shall give DPS/SAA immediate notice in writing of any action, including any proceeding before an administrative agency, filed against the Sub-recipient arising out of the performance under this Sub-recipient agreement

Except as otherwise directed by DPS/SAA, the Sub-recipient shall furnish immediately to DPS/SAA copies of all documentation or pleadings received by the Sub-recipient with respect to such action or claim.

Non-Waiver of Defaults

ANY FAILURE OF DPS/SAA, AT ANY TIME, TO ENFORCE OR REQUIRE THE STRICT KEEPING AND PERFORMANCE OF ANY PROVISION OF THIS AGREEMENT WILL NOT CONSTITUTE A WAIVER OF SUCH PROVISION, AND WILL NOT AFFECT OR IMPAIR SAME OR THE RIGHT OF DPS/SAA AT ANY TIME TO AVAIL ITSELF OF SAME. A WAIVER DOES NOT BECOME EFFECTIVE UNLESS DPS/SAA EXPRESSLY AGREES TO SUCH WAIVER IN WRITING. ANY PAYMENT BY DPS/SAA SHALL NOT CONSTITUTE A WAIVER OR OTHERWISE IMPAIR OR PREJUDICE ANY RIGHT, POWER, PRIVILEGE, OR REMEDY AVAILABLE TO DPS/SAA TO ENFORCE ITS RIGHTS, AS SUCH RIGHTS, POWERS, PRIVILEGES, AND REMEDIES ARE SPECIFICALLY PRESERVED.

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Indemnity

AS PERMITTED BY LAW, SUB-RECIPIENT SHALL INDEMNIFY, DEFEND AND HOLD DPS/SAA AND THE STATE OF TEXAS (INCLUDING ITS DIRECTORS, COMMISSIONERS, EMPLOYEES, AGENTS AND THEIR SUCCESSORS) ("INDEMNITEES") HARMLESS FROM AND AGAINST ANY OF THE FOLLOWING THAT ARISE OUT OF OR RESULT FROM SUB-RECIPIENT'S NEGLIGENCE (ANY AND ALL), FAULT, ACT, FAILURE TO ACT, OMISSION, BREACH OF THIS AGREEMENT OR VIOLATION OF ANY STATE OR FEDERAL LAW AND/OR REGULATION, AS WELL AS ANY VIOLATION OF ANY MATTER MADE THE BASIS OF A TREATY AND/OR CONVENTION AND/OR AGREEMENT BETWEEN THE UNITED STATES AND ANOTHER NATION: CLAIMS; LAWSUITS; DAMAGES; LIABILITIES; PENALTIES; TAXES; FINES; INTEREST; EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, INVESTIGATION COSTS AND ALL DIRECT OR INDIRECT COSTS OR EXPENSES INCURRED IN DEFENDING AGAINST ANY CLAIM, LAWSUIT, OR OTHER PROCEEDING, INCLUDING THOSE EXPENSES INCURRED IN ANY NEGOTIATION, SETTLEMENT, OR ALTERNATIVE DISPUTE RESOLUTION); ANY AND ALL DAMAGES, HOWEVER CHARACTERIZED, SUCH AS DIRECT, GENERAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS, LOSS OF USE, OR LOSS OF DATA) ARISING OUT OF OR IN CONNECTION WITH OR RELATED TO THIS AGREEMENT OR THE RIGHTS PROVIDED THEREIN.

IN ANY AND ALL CLAIMS AGAINST ANY OF THE INDEMNITEES BY ANY EMPLOYEE OF THE SUB-RECIPIENT OR ANY EMPLOYEE OF ITS SUBCONTRACTOR(S), THE INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT WILL NOT BE LIMITED IN ANY WAY BY THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE SUB-RECIPIENT OR ANY OF ITS SUBCONTRACTOR(S) UNDER WORKER'S DISABILITY COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEE BENEFITS ACTS.

SUB-RECIPIENT SHALL COORDINATE ITS DEFENSE AND ANY SETTLEMENT WITH THE ATTORNEY GENERAL FOR THE STATE OF TEXAS AS REQUESTED BY THE DPS/SAA. IN ANY SETTLEMENT, SUB-RECIPIENT MUST NOT MAKE ANY ADMISSION OF LIABILITY ON THE PART OF ANY OF THE INDEMNITEES.

THIS SECTION SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION, CONTRIBUTION OR RIGHT WHICH ANY OF THE INDEMNITEES HAVE BY LAW OR EQUITY.

THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

Changes and Amendments

Written Amendment. Except as specifically provided otherwise in this Sub-recipient agreement, any alterations, additions or deletions to this Sub-recipient agreement's terms shall be made through Grant Adjustment Notices generated by the SAA web-based grants management system and executed by the Parties.

Authority to Amend. During the period of this Sub-recipient agreement's performance DPS/SAA and/or FEMA may issue policy directives that serve to establish, interpret or clarify this Sub-recipient agreement's performance requirements. Such policy directives shall be promulgated by DPS/SAA or FEMA in the form of Information Bulletins and shall have the effect of qualifying this Sub-recipient agreement's terms and shall be binding upon the Sub-recipient as if written in the Sub-recipient agreement.

Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Sub-recipient agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this Sub-recipient agreement without written amendment to this Sub-recipient agreement and shall become effective on the date designated by such law or regulation. . In the event FEMA or DPS/SAA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate sub-recipient acceptance of the changes to the award.

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Headings

Headings and captions of this Sub-recipient agreement's sections and paragraphs are only for convenience and reference. These headings and captions shall not affect or modify this Sub-recipient agreement's terms or be used to interpret or assist in the construction of this Sub-recipient agreement.

Venue

For purposes of litigation pursuant to this Sub-recipient agreement, venue shall lie in Travis County, Texas, and be governed by Texas Law.

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Special Conditions

2010 Operation Stonegarden (OPSG) Specific:

1) The recipient is prohibited from obligating or expending Operation Stonegarden (OPSG) funds provided through this award until each unique, specific or modified county level or equivalent Operational Order/Frag Operations Order with embedded estimated operational budget has been reviewed and approved through an official email notice issued by FEMA removing this special programmatic condition. The Operations Order approval process/structure is as follows: Operations Orders are submitted to (1) the appropriate Customs and Border Protection (CBP) Border Patrol (BP) Sector Headquarters (HQ); upon approval by the Sector HQ, forwarded through the Border Patrol Enforcement Transfer System (BPETS) system to (2) the OPSG Coordinator, CBP/BP Washington, DC and upon approval forwarded to (3) Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD), Grant Development and Administration Division (GD&A). Notification of release of programmatic hold will be sent by FEMA via email to the State Administrative Agency (SAA) with a copy to OPSG Coordinator at CBP/BP HQ, Washington DC.

General:

- 1)
- a) Provisions applicable to a sub-recipient that is a private entity.
 - i) You as a sub-recipient, your employees, may not:
 - (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procure a commercial sex act during the period of time that the award is in effect; or
 - (3) Use forced labor in the performance of the award or sub-award under this award.
 - ii) We may unilaterally terminate this award, without penalty, if the sub-recipient that is a private entity:
 - (1) Is determined to have violated a prohibition in paragraph 1a of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition of this award term through conduct that is either:
 - (a) Associated with performance under this award; or
 - (b) Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement)," as implemented at 2 CFR Part 3000.
 - b) Provisions applicable to a sub-recipient that is other than a private entity. We may unilaterally terminate this award, without penalty, if the sub-recipient that is a private entity:
 - i) Is determined to have violated a prohibition in paragraph 1a of this award term; or
 - ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a1 of this award term through conduct that is either:
 - (1) Associated with performance under this award; or
 - (2) Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement)," as implemented at 2 CFR Part 3000.
 - c) Provisions applicable to any recipient:
 - i) You must inform us immediately of any information you received from any source alleging a violation of a prohibition in paragraph a1 of this award term.
 - ii) Our right to terminate unilaterally that is described in 1b or 2 of this section:
 - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104 (g), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.

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iii) You must include the requirements of 1a of this award term in any sub-award you make to a private entity.

d) Definitions. For purposes of this award term:

i) "Employee" means either:

(1) An individual employed by a sub-recipient who is engaged in the performance of the project or program under this award: or

(2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

ii) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

iii) "Private entity" means:

(1) Any entity other than a State, local government, Indian Tribe, or foreign public entities, as those terms are defined in 2 CFR 175.25.

(2) Includes:

(a) A non-profit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2CFR 175.25(b).

(b) A for-profit organization

iv) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

2)

a) Classified national security information as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

b) No funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for that access to such information

c) Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information by the contractor, sub-awardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch(ISBP), or an appropriate official within the Federal department or agency with whom the classified effort will be performed.

d) Such contracts, sub-awards, or other agreements shall be processed and administered in accordance with the DHS " Standard Operation Procedures, Classified Contracting by States and Local Entities," dated July 7, 20089: EO's 12829, 12959, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and /or other applicable implementing directives or instruction. All security requirement documents are located at: <http://www.dhs.gov/xopnbiz/grants/index.shtm>.

e) Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, sub-award, or other agreement, and prior to execution of any action to facilitate the acquisition of such a contract sub-award, or other agreement, the award recipient shall contact ISBP, or the appropriate Federal department or agency, for approval and processing instructions.

Please fill in the appropriate information and sign.

Samuel T. Biscoe
Type Name of Authorized Official

TRAVIS County Judge
Title

TRAVIS County
Sub-recipient Organization

Signature of Authorized Official

Date

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EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS

As the duly authorized representative of the sub-recipient, I certify that the sub-recipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this agreement.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

Initial _____ Date _____

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EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS

As the duly authorized representative of the sub-recipient, I certify that the sub-recipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this agreement.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act(40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

Initial _____ Date _____

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15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Please fill in the appropriate information and sign.

Samuel T. Biscoe
 Type Name of Authorized Official

TRAVIS County Judge
 Title

TRAVIS County
 Sub-recipient Organization

Signature of Authorized Official _____ Date _____

Initial _____ Date _____

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Exhibit C

Certifications

The undersigned, Samuel T. Biscoe (print), as the authorized official of TRAVIS County certifies the following to the best of his/her knowledge and belief.

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, of modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure of Lobbying Activities," in accordance with its instructions

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontract, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28C.F.R. Part 67, Section 67.510. (Federal Certification) The Sub-recipient certifies that it and its principals and vendors:

1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Sub-recipients can access debarment information by going to www.epls.gov and the State Debarred Vendor List [http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/](http://www.window.state.tx.us/prc/http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/)

2. 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;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification; and

4. 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; and

5. Where the sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this agreement. (Federal Certification)

E. The Sub-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

F. Sub-recipient must comply with 2 CFR Part 180 Subpart C as a condition of receiving grant funds, and sub-recipient must require such compliance in any sub-grants or contract at the next tier.

G. Will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.

H. Drug-free Workplace Act, as amended, 41 U.S.C. §701 et seq. – Requires the recipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, place(s) where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. The recipient must notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 CFR Part 17.

Initial _____ Date _____ 112



Travis County Commissioners Court Agenda Request

Meeting Date: August 23, 2011

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

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

Commissioners Court Sponsor: Judge Sam Biscoe

AGENDA LANGUAGE: Consider and take appropriate action on newspaper advertisements, including:

- A) Public Hearing on the Proposed Fiscal Year 12 Travis County Budget**
- B) Notice of Public Hearing on Tax Increase**
- C) Notice of Tax Revenue Increase**

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

STAFF RECOMMENDATIONS: Please see attached documentation

ISSUES AND OPPORTUNITIES: Please see attached documentation

FISCAL IMPACT AND SOURCE OF FUNDING: Please see attached documentation

REQUIRED AUTHORIZATIONS:

Rodney Rhoades, Planning and Budget Office, (512) 854-9106

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

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

Cheryl Aker, County Judge's Office, (512) 854-9555

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

DRAFT - Advertisement to run in the Chronicle, September 8 edition. One-Quarter page in size.

PUBLIC HEARING on the Proposed FY 12 Travis County Budget

Public Notice is hereby given that the Travis County Commissioners Court will consider the Proposed County Budget and adopt the FY 12 County Budget on Tuesday, September 27, 2011 at 9:00 AM in the Commissioners Courtroom, located at 314 W 11th Street, Austin, Texas 78701.

Any citizen is invited to be present and participate in this hearing.

The Proposed Budget will be on file for public review in the Travis County Clerk's Office on Friday, September 23, 2011.

This budget will raise more total property taxes than last year's budget by **\$28,374,271 and **6.42%** and of that amount **\$17,210,181** is tax revenue to be raised from new property added to the tax roll this year.**

This ad needs to run in the Monday, September 12 edition of the Austin American Statesman. Headline must be 24 point font and needs to be ¼ page ad. Must not be in classified or legal notices section but be a regular display ad; prefer the Metro and State section. Also, this notice with the wording shown below must be placed on the County's web site by September 12 and must continue to appear on the web site until September 23. (Note: A link and explanation of how to get to the entire notice should appear on the home page). Further, a 60 second broadcast of this notice must also appear on TCTV 5 times each day between 7 AM and 9 PM starting on September 12 and running through September 23.

DRAFT - Notice of Public Hearing on Tax Increase

Travis County property taxes are used to fund operations such as law enforcement, the jails, the courts and prosecutors, roads, parks, social services, juvenile justice, and emergency medical services.

The County of Travis will hold two public hearings on a proposal to increase total tax revenues from properties on the tax roll in the preceding year by **2.99** percent. Your individual taxes may increase at a greater or lesser rate, or even decrease, depending on the change in the taxable value of your property in relation to the change in taxable value of all other property and the tax rate that is adopted.

The first public hearing will be held on Tuesday, September 20, 2011 at 9:00 AM in the Commissioners Courtroom, on the first floor in the Ned Granger Building at 314 West 11th Street, Austin, Texas.

The second hearing will be held on Friday, September 23, 2011 at 9:00 AM, in the Commissioners Courtroom, on the first floor in the Ned Granger Building at 314 West 11th Street, Austin, Texas.

The members of the Travis County Commissioners Court voted as follows on the proposal to consider the tax increase:

County Judge Samuel T. Biscoe (**for/against**)
Commissioner Precinct One Ron Davis (**for/against**)
Commissioner Precinct Two Sarah Eckhardt (**for/against**)
Commissioner Precinct Three Karen Huber (**for/against**)
Commissioner Precinct Four Margaret J. Gómez (**for/against**)

The average taxable value of a residence homestead in Travis County last year was \$217,812 (disregarding residence homestead exemptions available only to disabled persons or persons 65 years of age or older). Based on last year's tax rate of \$.4658 per \$100 valuation, the amount of taxes imposed last year on the average home was \$1,014.57.

The average taxable value of a residence homestead in Travis County this year is **\$215,829** (disregarding residence homestead exemptions available only to disabled persons or persons 65 years of age or older). If the governing body adopts the effective tax rate for this year of **\$.4714** per \$100 of valuation, the amount of taxes imposed this year on the average home would be **\$1,017.42**.

If the governing body adopts the proposed tax rate of **\$.4855** per \$100 valuation, the amount of taxes imposed this year on the average home would be **\$1,047.85**.

You have a right to attend the hearings and make comments. Members of the public are encouraged to attend the hearings and make comments to express their views if you wish.

This is a Quarter Page Ad on "Notice of Tax Revenue Increase". This ad needs to run twice in the *Austin American Statesman*. This ad should run on Wednesday, September 21 and a second time on Saturday, September 24. Note: Headline must be 24 point font. Also, this notice with the wording shown below must appear on the County's web site beginning on September 21 and must continue to appear on the web site until September 27. (Note: A link and explanation of how to get to the entire notice should appear on the home page). Further, a 60 second broadcast of this notice must also appear on TCTV 5 times each day between 7 AM and 9 PM starting on September 21 and running through September 27.

DRAFT - Notice of Tax Revenue Increase

The County of Travis conducted public hearings on Tuesday, September 20, 2011 and Friday, September 23, 2011 on a proposal to increase the total tax revenues of the County of Travis from properties on the tax roll in the preceding year by **2.99** percent.

The total tax revenue proposed to be raised last year at last year's tax rate of \$.4658 for each \$100 of taxable value was \$441,983,583.

The total tax revenue proposed to be raised this year at the proposed tax rate of **\$.4855** for each \$100 of taxable value, excluding tax revenue to be raised from new property added to the tax roll this year, is **\$453,147,672.**

The total tax revenue proposed to be raised this year at the proposed tax rate of **\$.4658** for each \$100 of taxable value, including tax revenue to be raised from new property added to the tax roll this year, is **\$470,357,854.**

The Travis County Commissioners Court is scheduled to vote on the tax rate that will result in that tax increase at a public meeting to be held on Tuesday, September 27, 2011 in the Commissioners Courtroom on the first floor in the Ned Granger Building at 314 West 11th Street, Austin, Texas 78701 at 9:00 AM.



Travis County Commissioners Court Agenda Request

Meeting Date: August 23, 2011

Prepared By/Phone Number:

Belinda Powell, Strategic Planning Manager, Planning & Budget Office
(512) 854-9506

Leslie Stricklan, AIA, Senior Project Manager, Facilities Management Dept.
(512) 854-4778

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

Commissioners Court Sponsor: Judge Sam Biscoe

AGENDA LANGUAGE:

Receive presentation and take appropriate action on the Broaddus & Associates Central Campus Master Plan Phase II work to date including:

A) Civil and Family Courthouse.(CFCH) Concept Options Overview

B)Central Campus Master Plan Phasing scheme

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

On August 16, 2011, the Commissioners Court received a presentation from Broaddus and Associates as an update on the work that has been accomplished to date on the Central Campus Master Plan. Recent work has been focused on bringing the CFCH program, site analysis and massing and stacking concepts up to the same level of analysis as other county sites in the Central Campus Master Plan Phase II, per the contract modification to include the CFCH site in this study. .

The Commissioners Court approved the CFCH program summary and the site analysis for 308 Guadalupe, the site for the future CFCH development.

A discussion of the massing and stacking concepts for the CFCH was also a part of the presentation on August 16, 2011. This analysis included identifying an optimal floor plate for the building that would still allow for the full development potential of the site which exceeds what has been identified as the 20 year need for the civil and family court system. Only

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

one stacking concept option is needed to complete the refinement of the Central Campus Master Plan with a phasing road map for the development and rough order of magnitude costs of future projects. However, it became clear to staff during the development of the concept options that selecting only one concept to include in the final Master Plan documentation, might mislead future readers of the Master Plan to think that the Commissioners Court had already selected a preferred development scenario for the site. Therefore, staff and the Broaddus and Associates Team recommended that Concept A be shown as an "illustrative baseline concept only" for developing rough order of magnitude costs and phasing schemes for completing the Master Plan while still including the three other Concepts (B-D) to the level of detail presented to date in an appendix to the Master Plan document to show additional ideas preliminarily vetted with key stakeholder within the County. The inclusion of Concepts A-D in this fashion in the Master Plan is intended to provide a reference framework for further future analysis of additional creative development options to be explored with other consultants as the planning process for the CFCH matures.

Presented with this recommendation on August 16, 2011, the Commissioners Court requested that staff prepare language to include with the concepts that concisely articulates the intended use of the Concept A in the Master Plan. Additionally, the Commissioners Court requested that similar language be developed for use with future phasing schemes so it is clearly understood that the information is a reference baseline under which to consider future recommendations for renovations, relocations, reconstructions, new construction and the timing and funding of such choices.

An excerpt from the Broaddus and Associates presentation showing concepts A-D is attached for reference.

STAFF RECOMMENDATIONS:

- A) Staff recommends approval of the Concept Option A for use in completing the Master Plan documentation with the following language displayed as a part of the concept option:

Concept shown is used for illustrative purposes in creating a reference baseline for requirements and a rough order of

magnitude cost associated with the CFCH portion of the development only and does not represent an expressed preference in development concept or approach.

- B) Additionally staff recommends including options B, C and D, as presented here, in the Master Plan appendices to reflect the potential flexibility of the court floor plates and Travis County's willingness to evaluate more complex siting relationships as the CFCH project continues through more detailed analysis and planning processes in the future.
- C) Staff recommends the following language be displayed with all future phasing schemes presented to the Commissioners Court and included in the final Master Plan documentation:

The following phasing plan represents a reference baseline planning tool for use in making decisions to move projects forward to the next level of analysis and funding. Projects included in this phasing plan are based on an understanding of the facts at this time and may change in part or in whole based on new facts or opportunities. This phasing plan is not a specific commitment to fund future projects but is a planning tool for use in guiding future discussions

ISSUES AND OPPORTUNITIES:

NA

FISCAL IMPACT AND SOURCE OF FUNDING:

All funds for the continuation of the master planning work with Broaddus & Associates are encumbered.

REQUIRED AUTHORIZATIONS:

Leroy Nellis, Budget Director, Planning & Budget Office, interim County Executive, Planning & Budget
Cheryl Acker, County Judge's Office

Copies to:

The Honorable John Dietz, 250th District Court
The Honorable Lora Livingston, 261st District Court
The Honorable Julie Kocurek, 390th District Court
The Honorable Michael Denton, County Court at Law #4

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The Honorable Eric Shepperd, County Court at Law #2
The Honorable Greg Hamilton, Travis County Sheriff
The Honorable Rosemary Lehmborg, District Attorney
The Honorable David Escamilla, County Attorney
The Honorable Amalia Rodriguez-Mendoza, District Clerk
The Honorable Dana DeBeauvoir, County Clerk
Debra Hale, Criminal Court Administrator
Peg Liedtke, Civil Court Administrator
Cyd Grimes, Purchasing Agent
Susan Spataro, County Auditor
Roger Jefferies, County Executive Justice and Public Safety
Roger El Khoury, Director Facilities Management
Joe Harlow, CIO ITS

Others Copied:

The Honorable Guy Herman, Probate Court
The Honorable Herb Evans, Justice of the Peace Pct. 5
The Honorable Bruce Elfant, Constable Pct. 5
Geraldine Nagy, Director Adult Probation and Pretrial Services

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

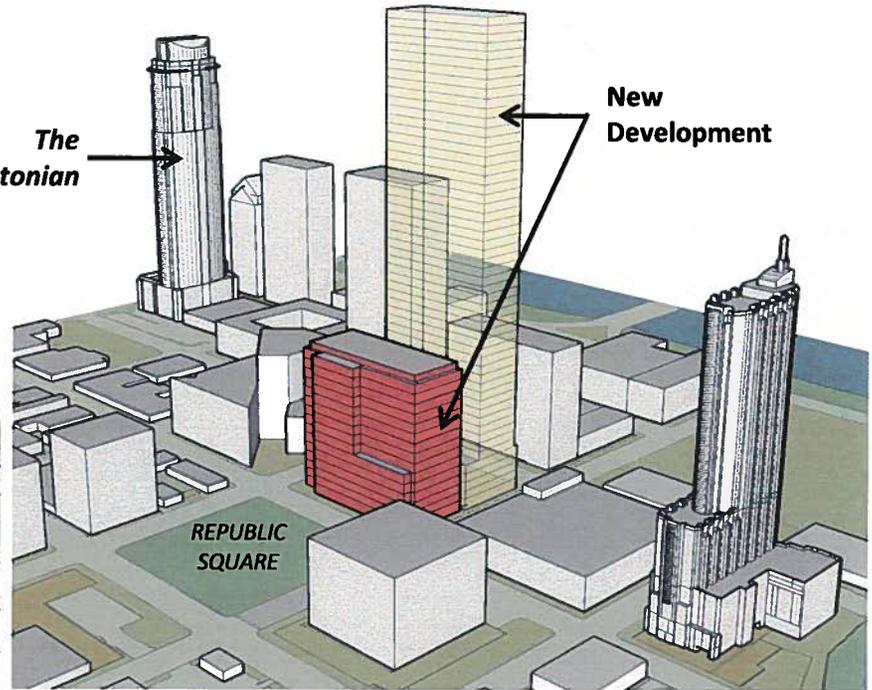
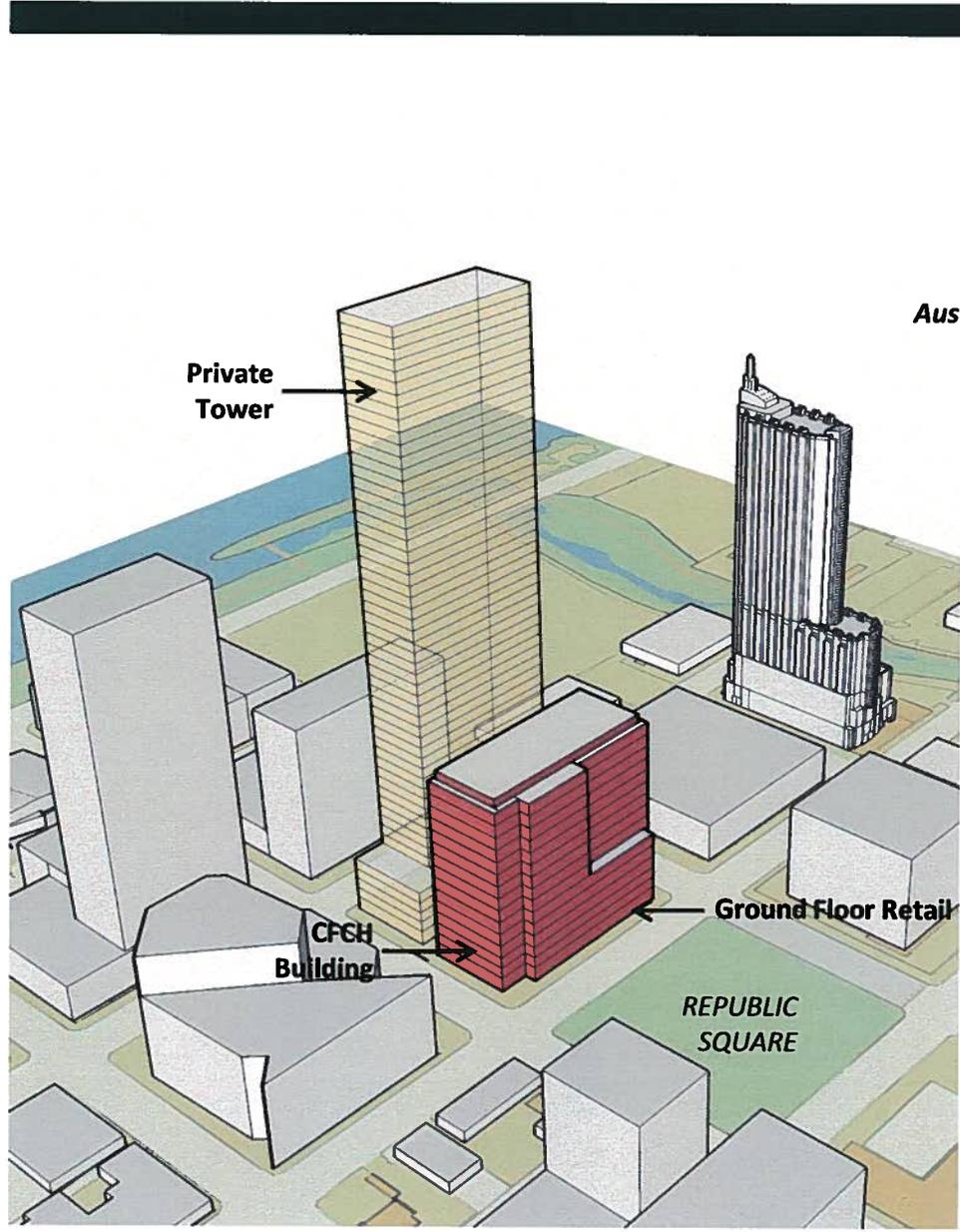
CIVIL & FAMILY COURTHOUSE CONCEPT OPTIONS

TRAVIS COUNTY CENTRAL CAMPUS STUDY



OPTION A

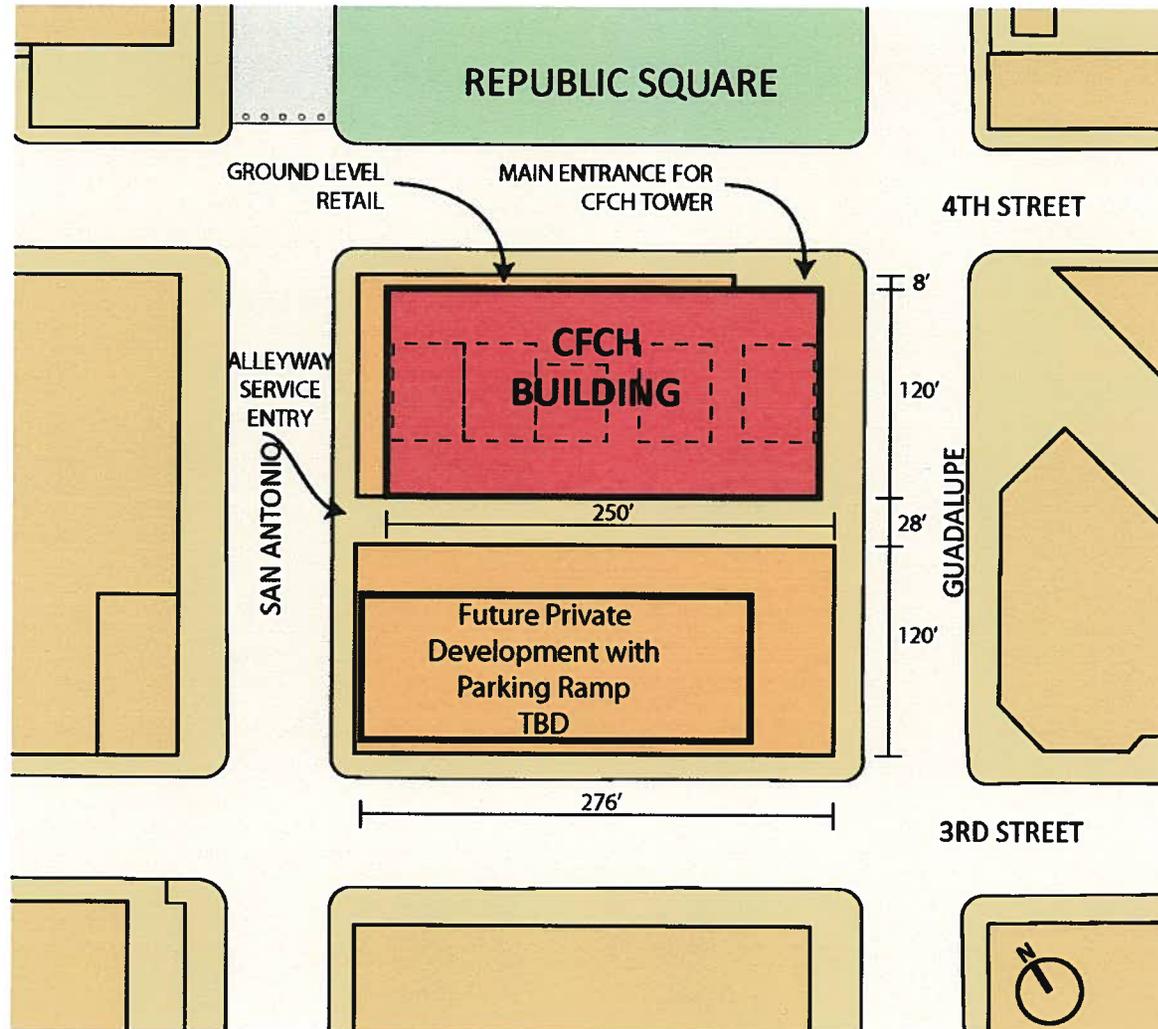
Concept shown is used for illustrative purposes in creating a baseline for requirements and a rough order of magnitude cost associated with the CFCH portion of the development only and does not represent an expressed preference in development approach.



Scheme Overview

- Two separate towers with a service alley
- No lease tenant space above courthouse
- CFCH violates DPZ setback requirement
- CFCH fronts Republic Square with public circulation facing park
- CFCH tower front door along Square
- Private tower accommodates parking ramp

OPTION A



Scheme Overview

- Two separate towers with a service alley
- No lease tenant space above courthouse
- CFCH violates DPZ setback requirement
- CFCH fronts Republic Square with public circulation facing park
- CFCH tower front door along Square
- Private tower accommodates parking ramp

OPTION A

	Program Key									CFCH	Dev./Lease		
58										Dev./Lease			
57										Dev./Lease			
20										Dev./Lease			
19										Dev./Lease			
18	Mech												
17	2	CR	H	CR	CR	2	CR	2		Dev./Lease	30,500	19,400	
16	2	CR	H	CR	CR	2	CR	2		Dev./Lease	30,500	19,400	
15	2	CR	H	CR	CR	2	CR	2		Dev./Lease	30,500	19,400	
14	2	CR	H	CR	CR	2	CR	2		Dev./Lease	30,500	19,400	
13	2	CR	H	CR	CR	2	CR	2		Dev./Lease	30,500	19,400	
12	2	CR	H	CR	CR	2	CR	2		Dev./Lease	30,500	19,400	
11	2	CR	H	3			12				Dev./Lease	30,500	19,400
10	12		5				7A				Dev./Lease	32,500	19,400
9	6				12		7B				Dev./Lease	32,500	33,300
8	4						12				Dev./Lease	32,500	33,300
7	8					9		12			Dev./Lease	32,500	33,300
6	2	CPS	H	CPS	CPS	H	CR	2	12		Dev./Lease	32,500	33,300
5	2	IV-D CR	H	IV-D CR	IV-D CR	2	IV-D CR	2	13		Dev./Lease	32,500	33,300
4	Dev./Lease										0	65,800	
3	Dev./Lease										0	65,800	
2	Dev./Lease										0	65,800	
1	10	11	12			Mech	Dev./Lease				35,900	31,500	
B	10	11	Parking			Mech			Dev./Lease		46,000	30,000	
											520,900	1,376,000	
												1,896,900	

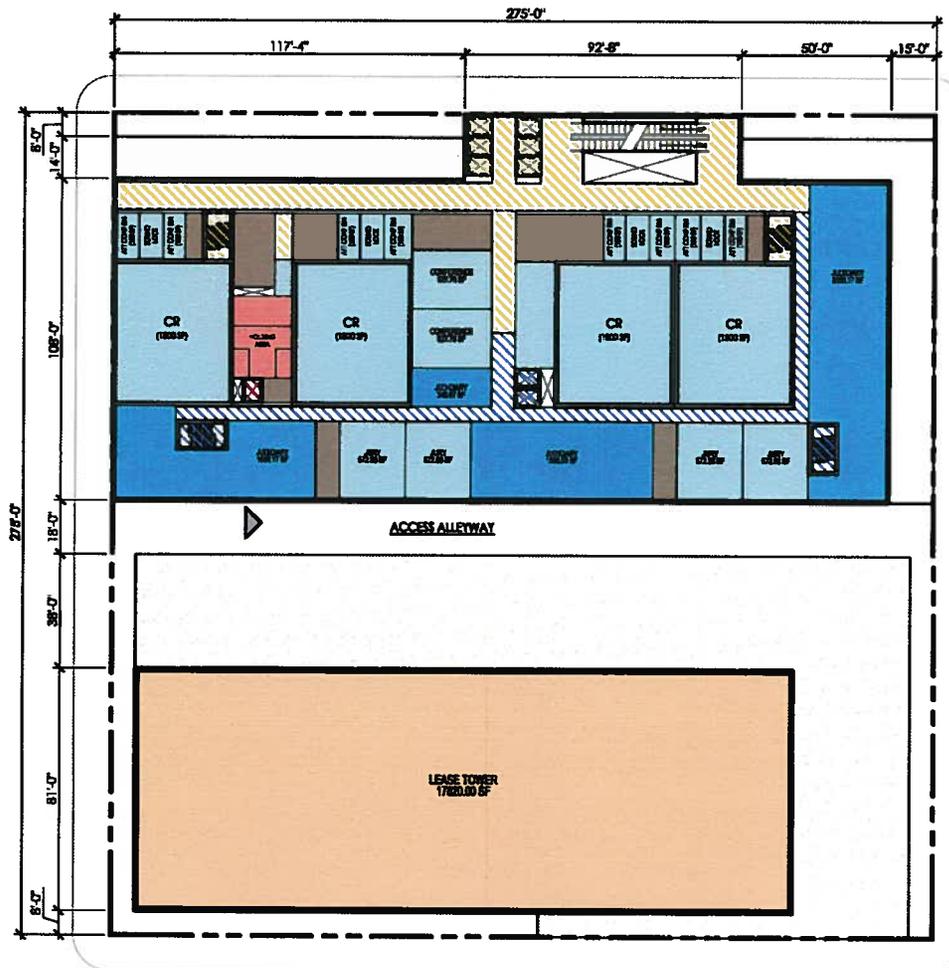
Program Key

- 1. Civil Court - Courtrooms
- 2. Civil Courts - Judiciary
- 3. Civil Court - Administration
- 4. District Clerk
- 5. County Clerk
- 6. Domestic Relations

- 7A Office of Child Representation
- 7B Office of Parental Representation
- 8. Law Library
- 9. Dispute Resolution Center
- 10.0 Sheriff - Transport and Staging
- 11. Building Support

- 12. Building Amenities
- 13. AG IV-D Court Support
- Mechanical 8% of GSF
- Secure Parking (40 spaces at 400 sf/ea)
- Developable Lease Space

OPTION A



4 COURTS/FLOOR

TYP. COURT FLOOR

Key Features

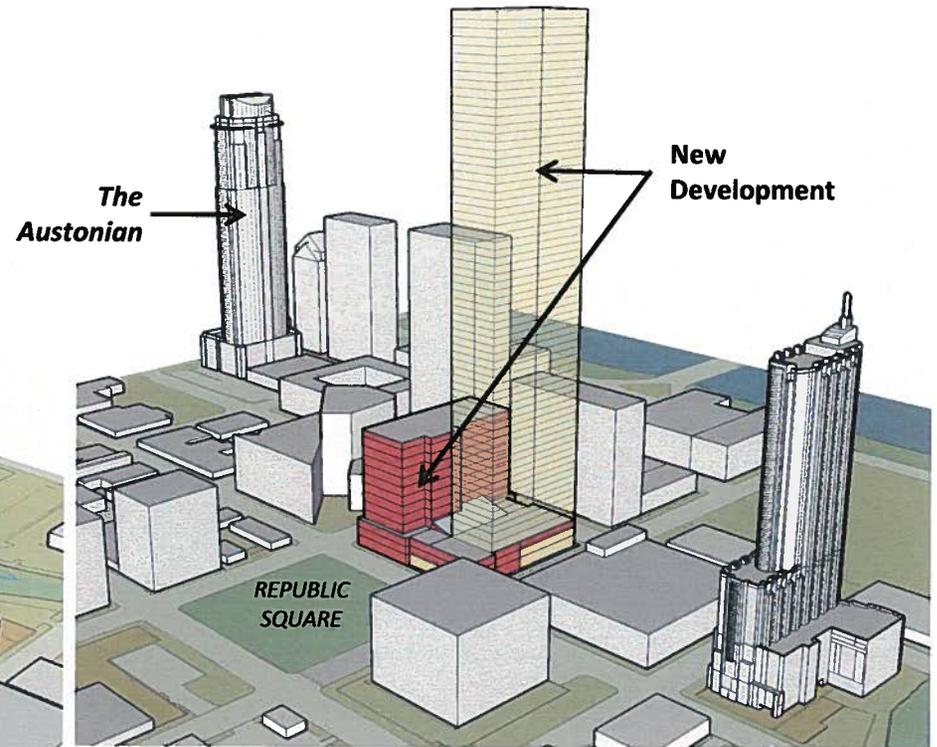
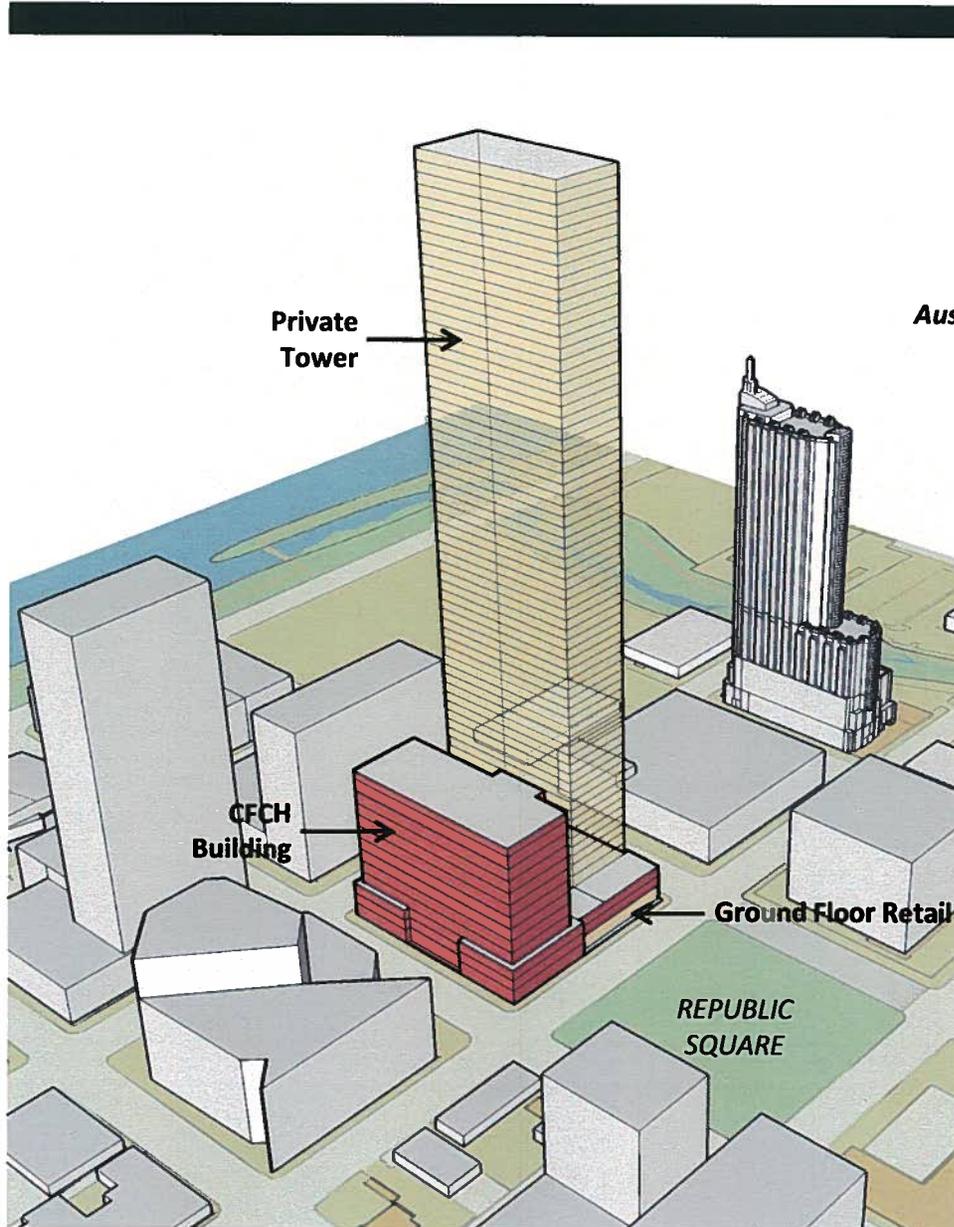
- Judicial Chambers faces private tower
- Public Gallery has views to Square
- CFCH is 15 stories tall
- High visitor volume departments located at lower floors
- Family Courts on 2-3 floor

Departmental Space Allocation

- County Court
- Judiciary
- Sheriff's Department
- Retail/ Lease Space
- Building Support
- Public Circulation
- Staff Circulation
- Secure Circulation



OPTION B

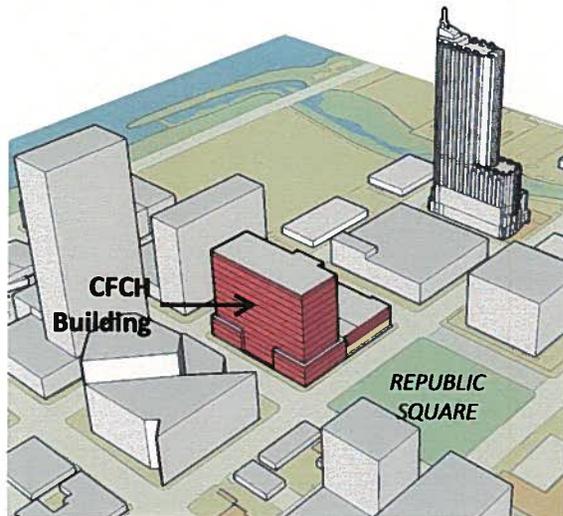


Scheme Overview

- Two separate towers united on one base
- Atrium permits natural light into core of building
- CFCH Building front door fronts Square
- Lease tower could be phased
- No tenant above courthouse

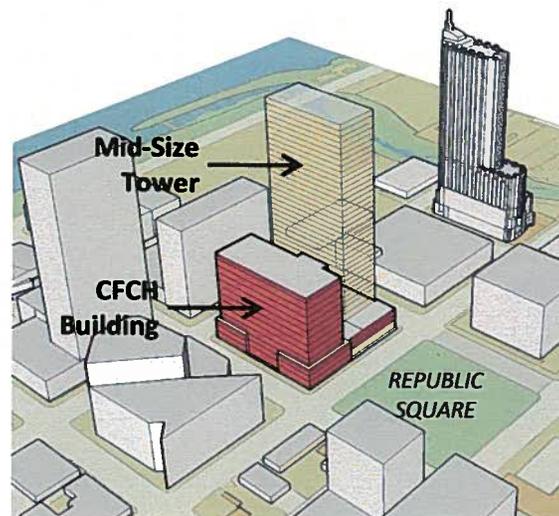
OPTION B

Scenario Density Example for Option 'B'



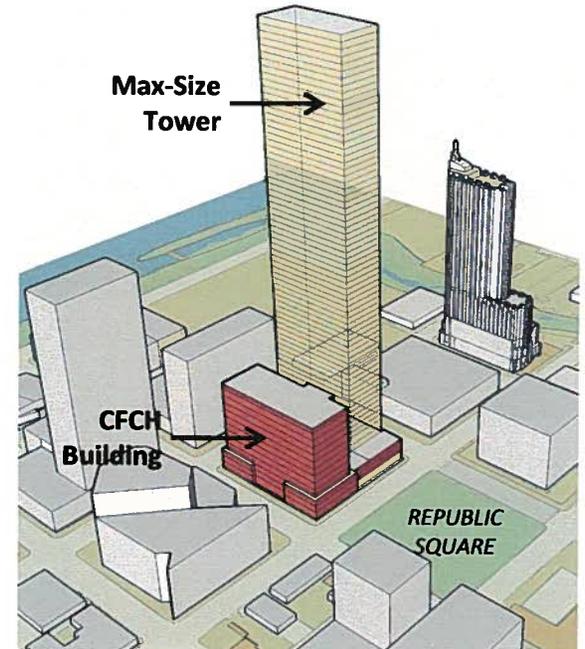
Scenario 1: CFCH Building with Retail Base

610,000 GSF or 8:1 FAR



Scenario 2: CFCH Building with Retail Base and Mid-size Tower

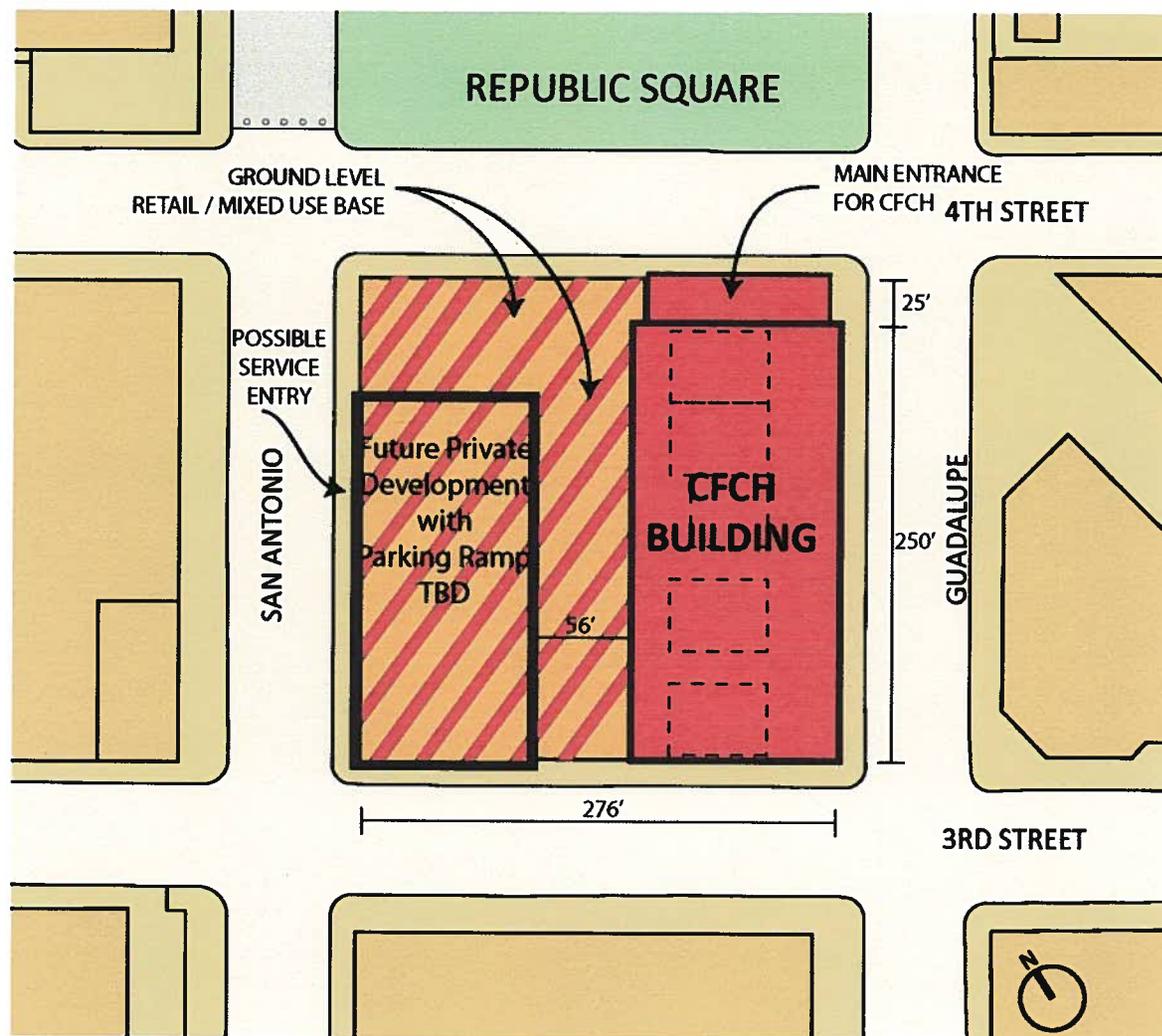
1.25 million GSF or 16:1 FAR



Scenario 3: CFCH Building with Retail Base and Maximum Size Tower

1.9 million GSF or 25:1 FAR

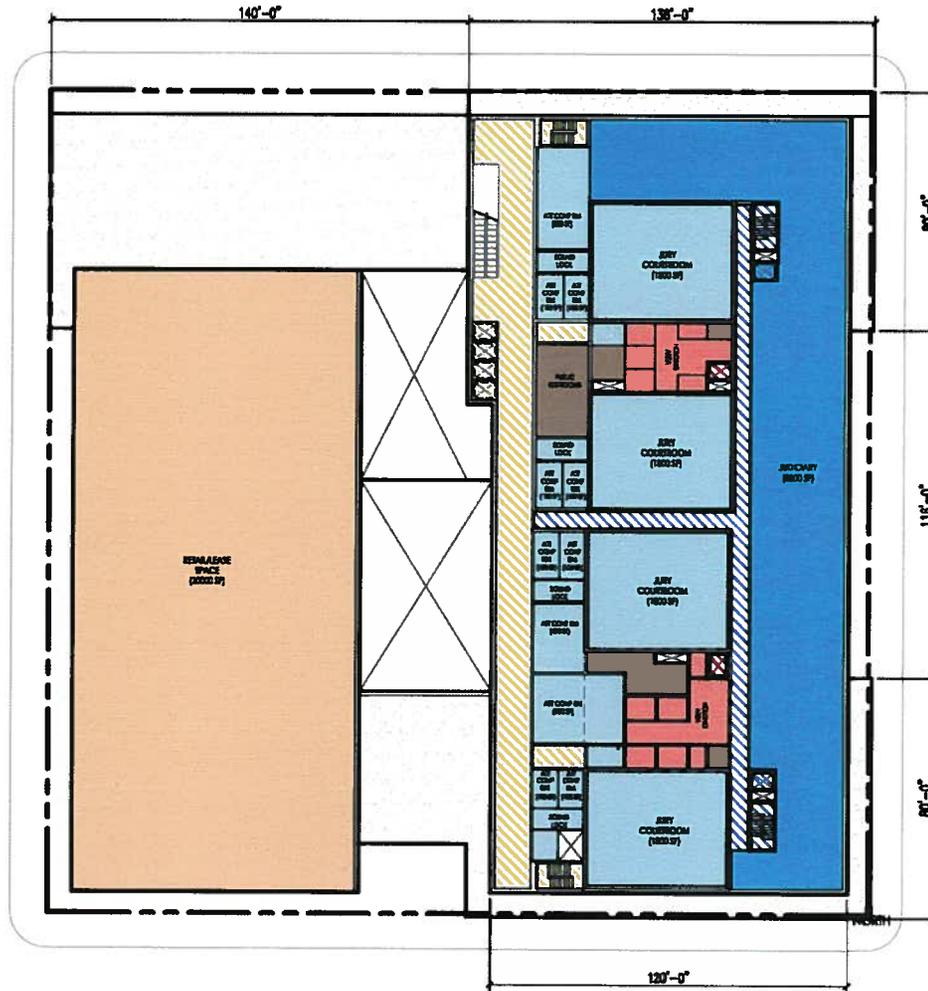
OPTION B



Scheme Overview

- Two separate towers united on one base
- Atrium permits natural light into core of building
- CFCH Building front door fronts Square
- Lease tower could be phased
- No tenant above courthouse
- CFCH partially violates DPZ park setback requirement

OPTION B



Key Features

- Judicial Chambers face Guadalupe
- Public Gallery has views toward tower, atrium, and Square
- CFCH is 13 stories tall
- High visitor volume departments located at lower floors
- 4 courts per floor
- Courts expansion beyond 2035, by displacing court departments

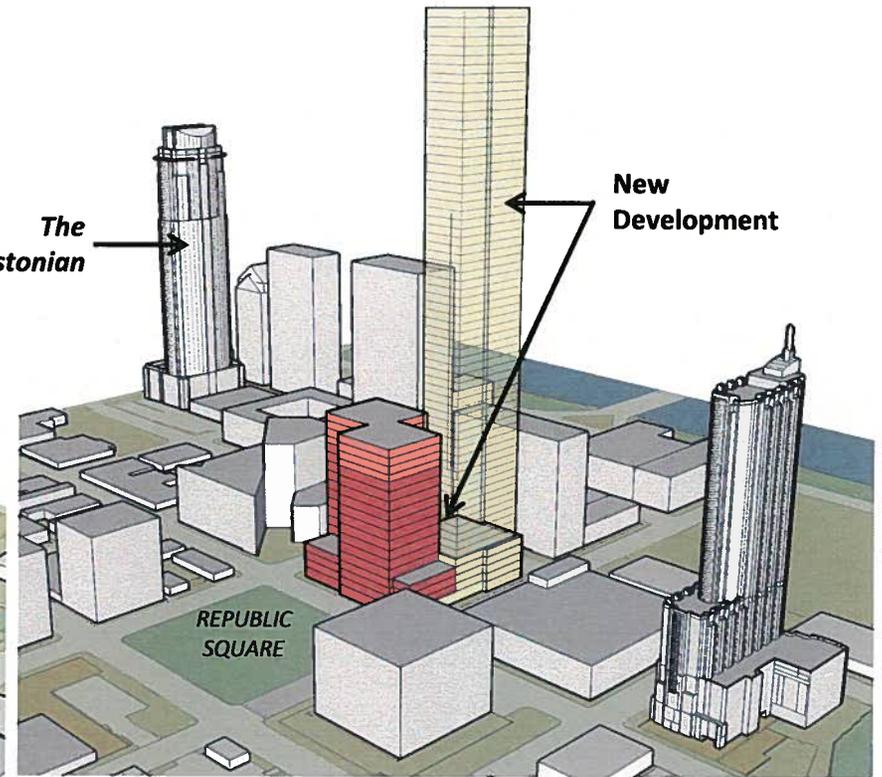
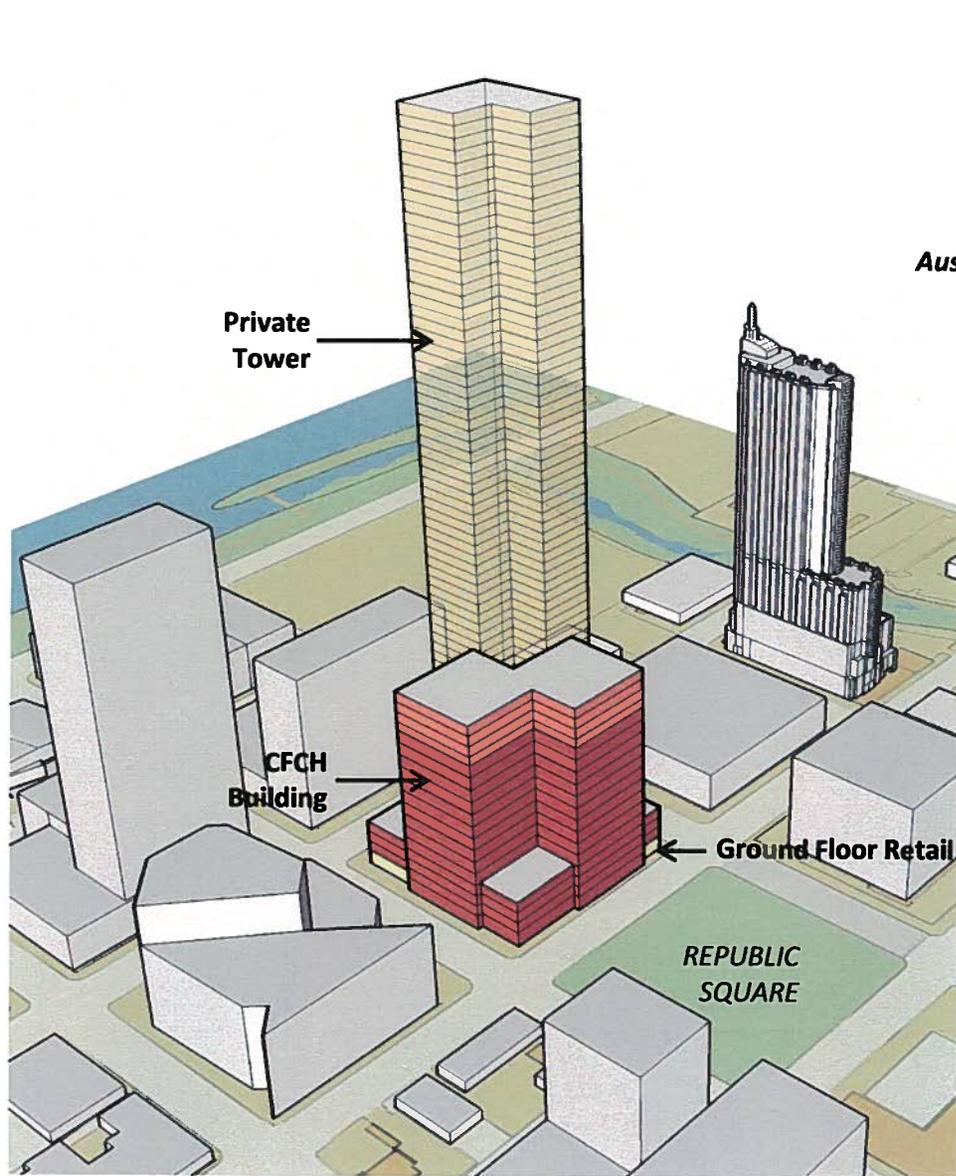
Departmental Space Allocation

- County Court
- Judiciary
- Sheriff's Department
- Retail/ Lease Space
- Building Support
- Public Circulation
- Staff Circulation
- Secure Circulation



TYP. COURT FLOOR

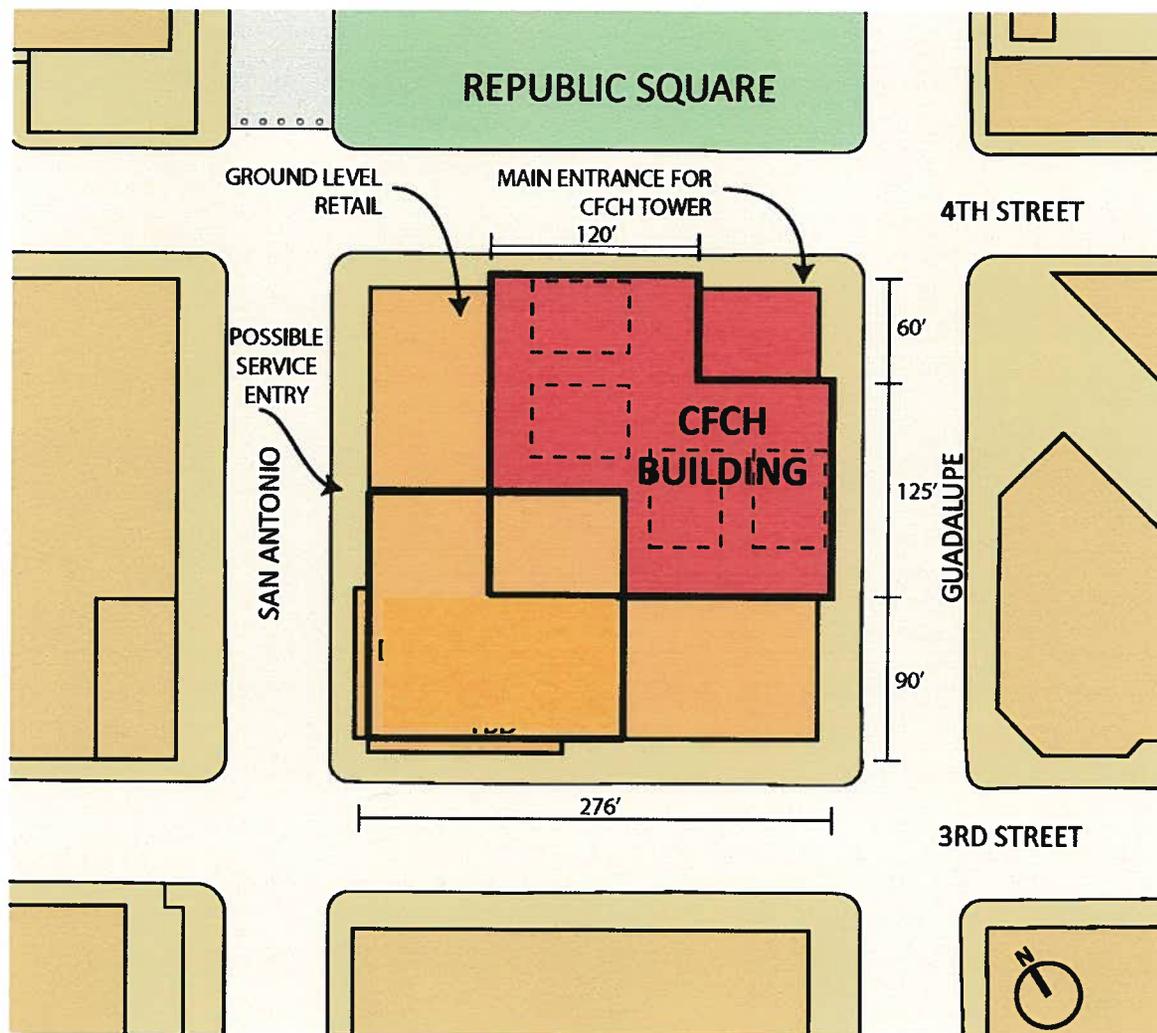
OPTION C



Scheme Overview

- Two separate towers
- CFCH violates DPZ setback requirement
- CFCH tower front door along Square

OPTION C



Scheme Overview

- Two separate towers
- CFCH violates DPZ setback requirement
- CFCH tower front door along Square

OPTION C

													CFCH	Dev/Lease	
72															
71															
17															
16															
15															
14															
13	Mech														
12	3	CR	H	CR	CR	H	CR	2							
11	4	CR	H	CR	CR	H	CR	3							
10	5	CR	H	CR	CR	H	CR	4							
9	6	CR	H	CR	CR	H	CR	5							
8	7	CR	H	CR	CR	H	CR	6							
7	8	CR	H	CR	CR	H	CR	7							
6	2	CR	H	12	3										
5	2	CPS	H	CPS	CPS	H	CR	2	7B	9					
4	6						8			12					
3	5				4				12						
2	2	IV-D CR	H	IV-D CR	IV-D CR	H	IV-D CR	2	13	12	7A				
1	10	11		12		Mech		Dev./Lease							
B	10	11	Parking				Mech		Dev./Lease						
													536,200	1,391,800	
														1,892,800	

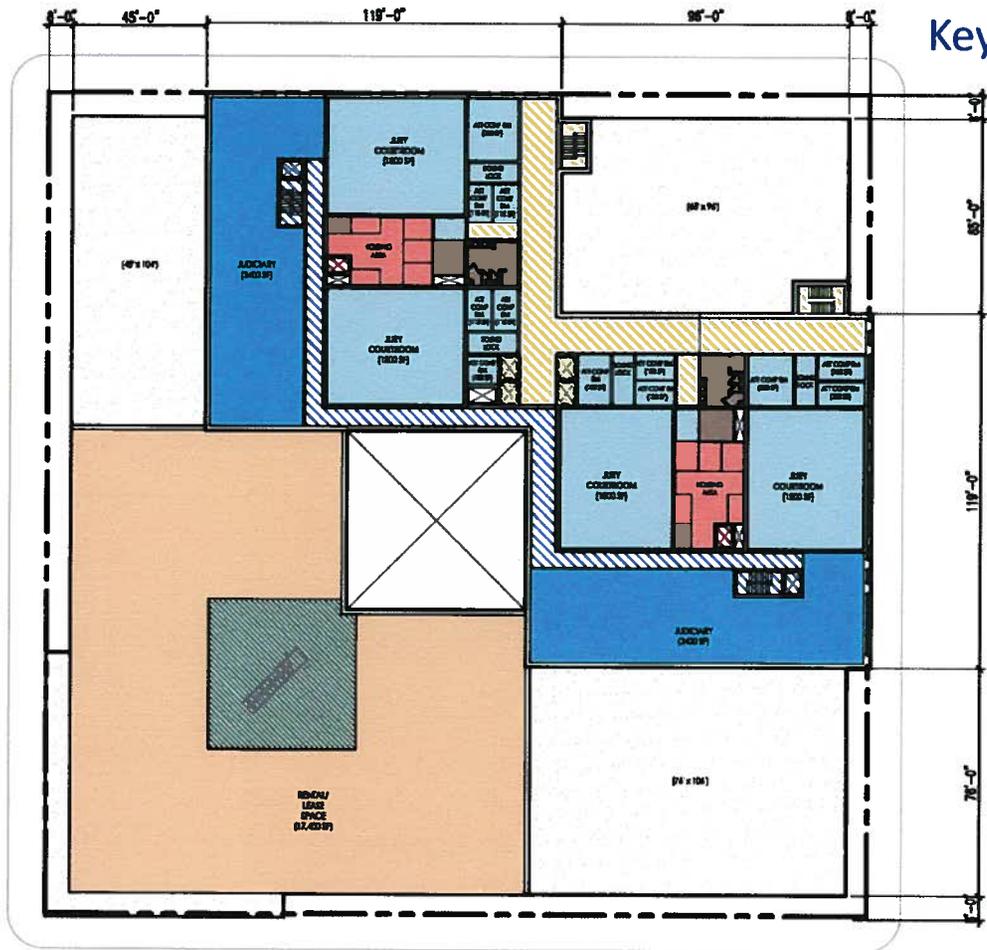
Program Key

- 1. Civil Court - Courtrooms
- 2. Civil Courts - Judiciary
- 3. Civil Court - Administration
- 4. District Clerk
- 5. County Clerk
- 6. Domestic Relations

- 7A Office of Child Representation
- 7B Office of Parental Representation
- 8. Law Library
- 9. Dispute Resolution Center
- 10.0 Sheriff - Transport and Staging
- 11. Building Support

- 12. Building Amenities
- 13. AG IV-D Court Support
- Mechanical 8% of GSF
- Secure Parking (40 spaces at 400 \$/ea)
- Developable Lease Space

OPTION C



TYP COURT FLOOR - 4 COURTS/FLOOR

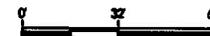
TYP. COURT FLOOR

Key Features

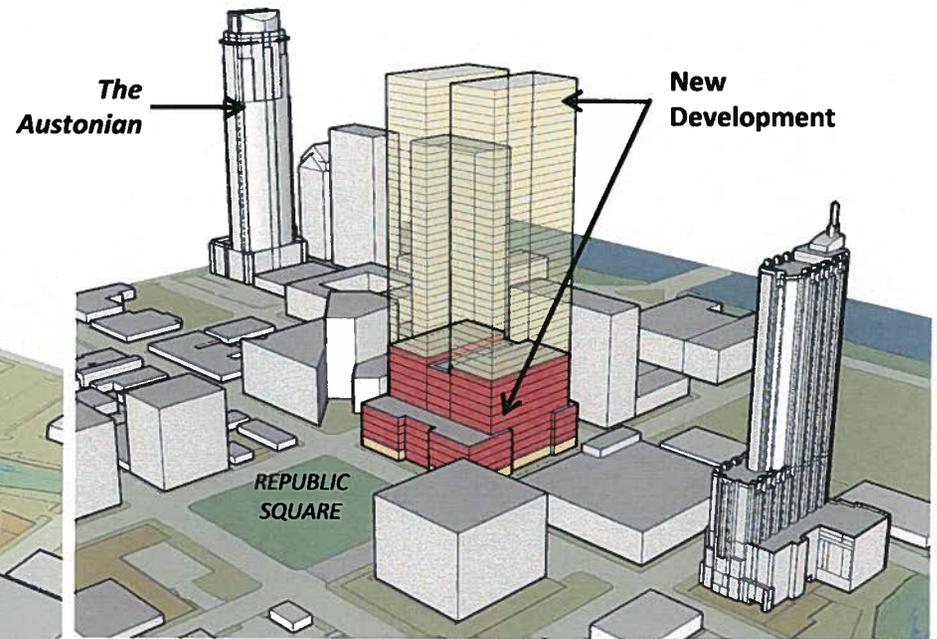
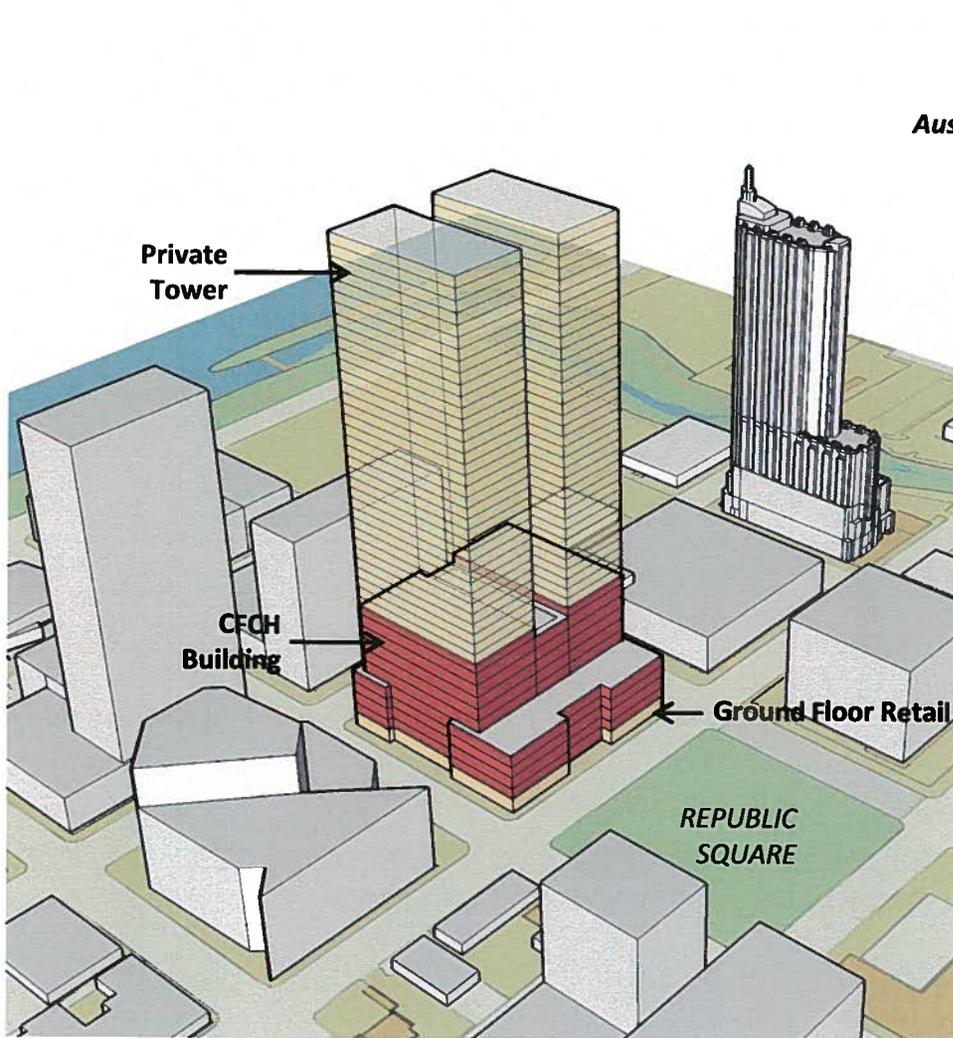
- Public circulation faces park and east.
- Light to all courtrooms
- L-shaped plan is slightly more efficient
- Court yard required to bring light deep into center of block

Departmental Space Allocation

- County Court
- Judiciary
- Sheriff's Department
- Retail/ Lease Space
- Building Support
- Public Circulation
- Staff Circulation
- Secure Circulation



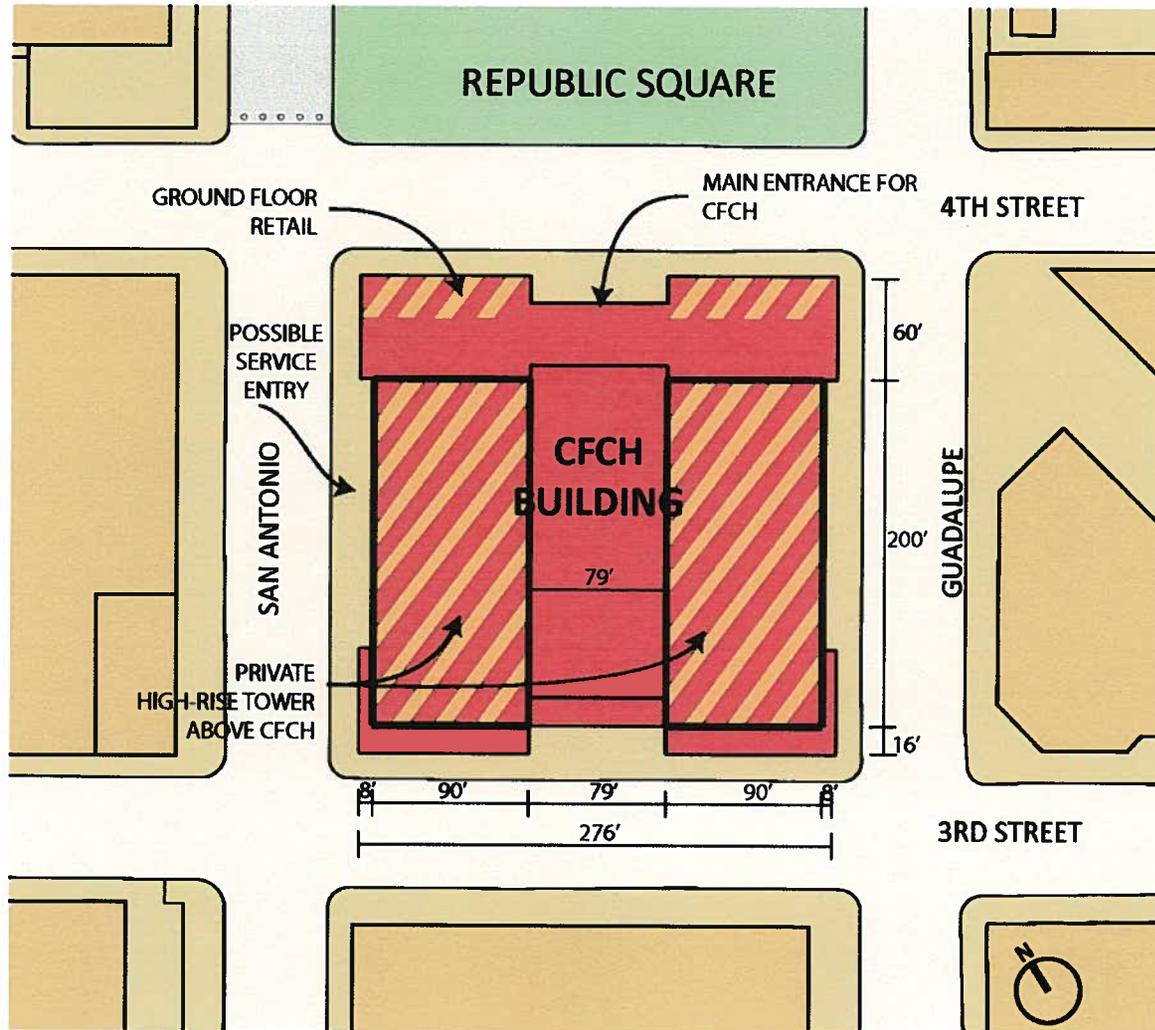
OPTION D



Scheme Overview

- Two towers atop CFCH base
- CFCH has six courts per floor
- Central atrium for daylight
- CFCH complies with DPZ setback requirement
- CFCH tower front door along Square

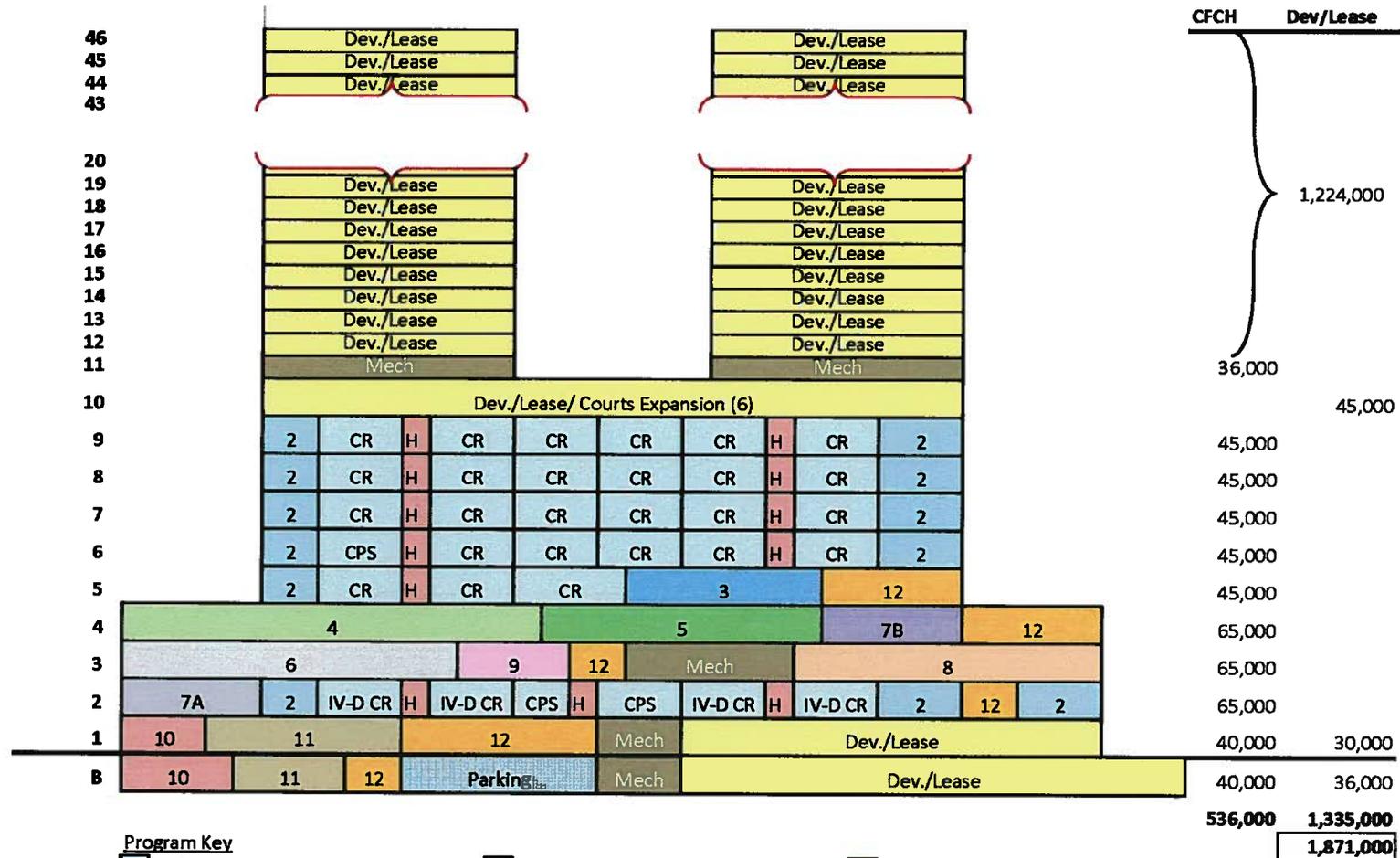
OPTION D



Scheme Overview

- Two towers atop CFCH base
- CFCH has six courts per floor
- Central atrium for daylight
- CFCH complies with DPZ setback requirement
- CFCH tower front door along Square

OPTION D



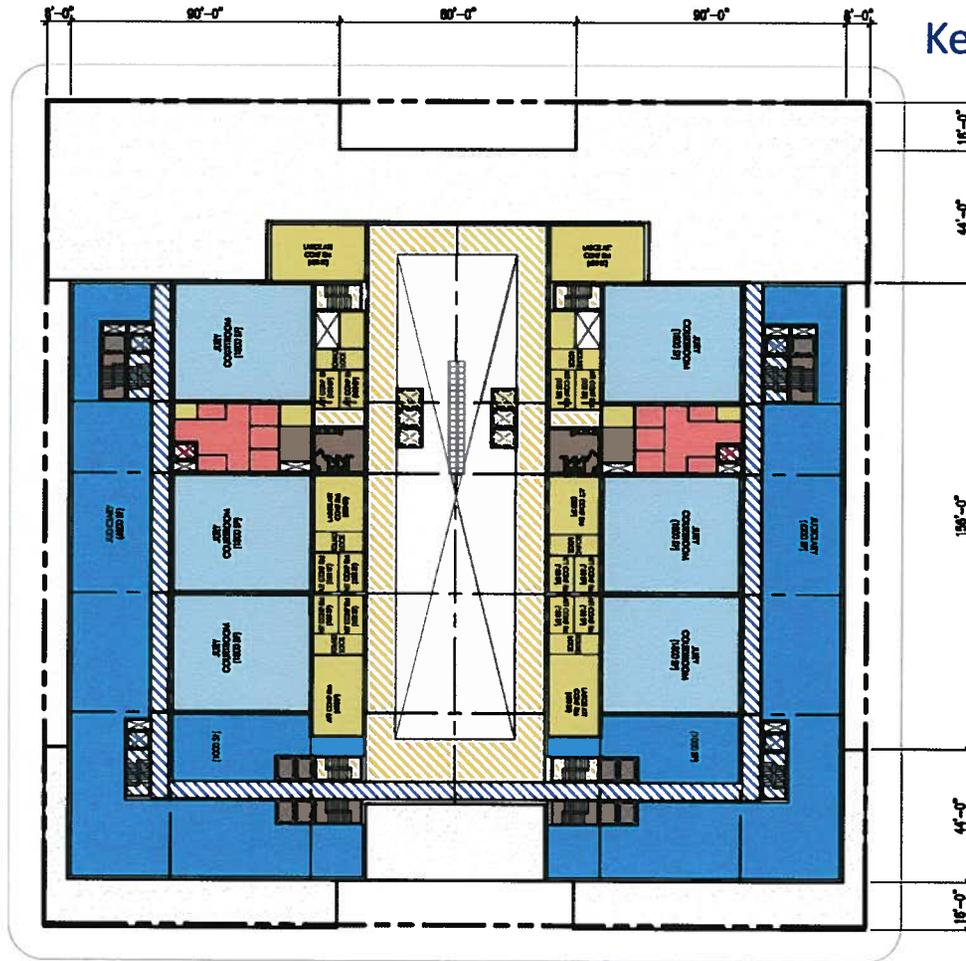
Program Key

- 1. Civil Court - Courtrooms
- 2. Civil Courts - Judiciary
- 3. Civil Court - Administration
- 4. District Clerk
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- 6. Domestic Relations

- 7A Office of Child Representation
- 7B Office of Parental Representation
- 8. Law Library
- 9. Dispute Resolution Center
- 10.0 Sheriff - Transport and Staging
- 11. Building Support

- 12. Building Amenities
- 13. AG IV-D Court Support
- Mechanical 8% of GSF
- Secure Parking (40 spaces at 400 sf/ea)
- Developable Lease Space

OPTION D

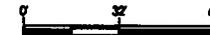


Key Features

- Atrium Public Circulation zone facing park and south
- 6 Courts per floor
- Lease space above courts, could be used for expansion beyond 2035
- Majority of Family and IV-D courts on 2nd floor

Departmental Space Allocation

- County Court
- Judiciary
- Sheriff's Department
- Retail/ Lease Space
- Building Support
- Public Circulation
- Staff Circulation
- Secure Circulation



FLOORS (4-7)-- 6 COURTS/FLOOR

TYP. COURT FLOOR

PRELIMINARY PHASING

The following phasing plan represents a baseline planning tool for use in making decisions to move projects forward to the next level of analysis and funding. Projects included in this phasing plan are based on an understanding of the facts at this time and may change in part or in whole based on new facts or opportunities. This phasing plan is not a specific commitment to fund future projects but is a planning tool for use in guiding future discussions.

TRAVIS COUNTY CENTRAL CAMPUS STUDY





Travis County Commissioners Court Agenda Request

Meeting Date: August 23, 2011

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

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

Commissioners Court Sponsor: Sam Biscoe, County Judge

AGENDA LANGUAGE:

Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$581,094.51, for the period of August 5 to August 11, 2011.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached.

STAFF RECOMMENDATIONS:

The Director or Risk Manager has reviewed the reimbursement submitted and concurs with the findings of the audits by the Financial Analyst and the Benefits Contract Administrator and therefore recommends reimbursement of \$581,094.51.

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (526) – \$581,094.51

REQUIRED AUTHORIZATIONS:

Dan Mansour, 854-9499

Diane Blankenship, 854-9170

Leroy Nellis, 854-9106

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

**TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS**

DATE: August 23, 2011

TO: Members of the Travis County Commissioners Court

FROM: Dan Mansour, Risk Manager

COUNTY DEPT. Human Resources Management Department (HRMD)

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

PERIOD OF PAYMENTS MADE: August 5, 2011 to August 11, 2011

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$581,094.51

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 \$581,094.51.*

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
AUGUST 5, 2011 TO AUGUST 11, 2011**

- Page 1. Detailed Recommendation to Travis County Auditor for transfer of funds.**
- Page 2. Chart of Weekly Reimbursements Compared to Budget.**
- Page 3. Paid Claims Compared to Budgeted Claims.**
- Page 4. FY Comparison of Paid Claims to Budget.**
- Page 5. Notification of amount of request from United Health Care (UHC).**
- Page 6. Last page of the UHC Check Register for the Week.**
- Page 7. List of payments deemed not reimbursable.**
- Page 8. Journal Entry for the reimbursement.**

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: August 23, 2011
 TO: Susan Spataro, County Auditor
 FROM: Dan Mansour, Risk Manager
 COUNTY DEPT.: Human Resources Management Department (HRMD)

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

PERIOD OF PAYMENTS PAID:
 FROM: August 5, 2011
 TO: August 11, 2011

REIMBURSEMENT REQUESTED: \$ 581,094.51

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,930,542.32
bank withdrawal correction	\$ (2,850.00)
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: August 9, 2011	\$ (1,346,733.08)
October 5, 2010 adj	\$ 135.10
Adjust to balance per UHC	\$ 0.17
TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 581,094.51
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 581,094.51

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

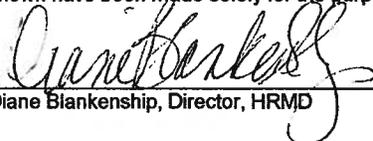
All claims over \$25,000 (4 this week totaling \$221,519.11) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.

Fifteen percent (15%) of all claims under \$25,000 (\$61,241.15) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount paid by UHC. Claims in this random audit met the above requirements but may qualify for more detailed analysis through other resources.

All claims have been reviewed to determine if they have exceeded the \$200,000 stop loss limit. For claims that have exceeded the limit, it has been verified that UHC has complied with the contract. This week credits for stop loss and other reimbursements totaled (\$205,893.42).

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.

 8/15/11
 Diane Blankenship, Director, HRMD Date

 8-15-11
 Dan Mansour, Risk Manager Date

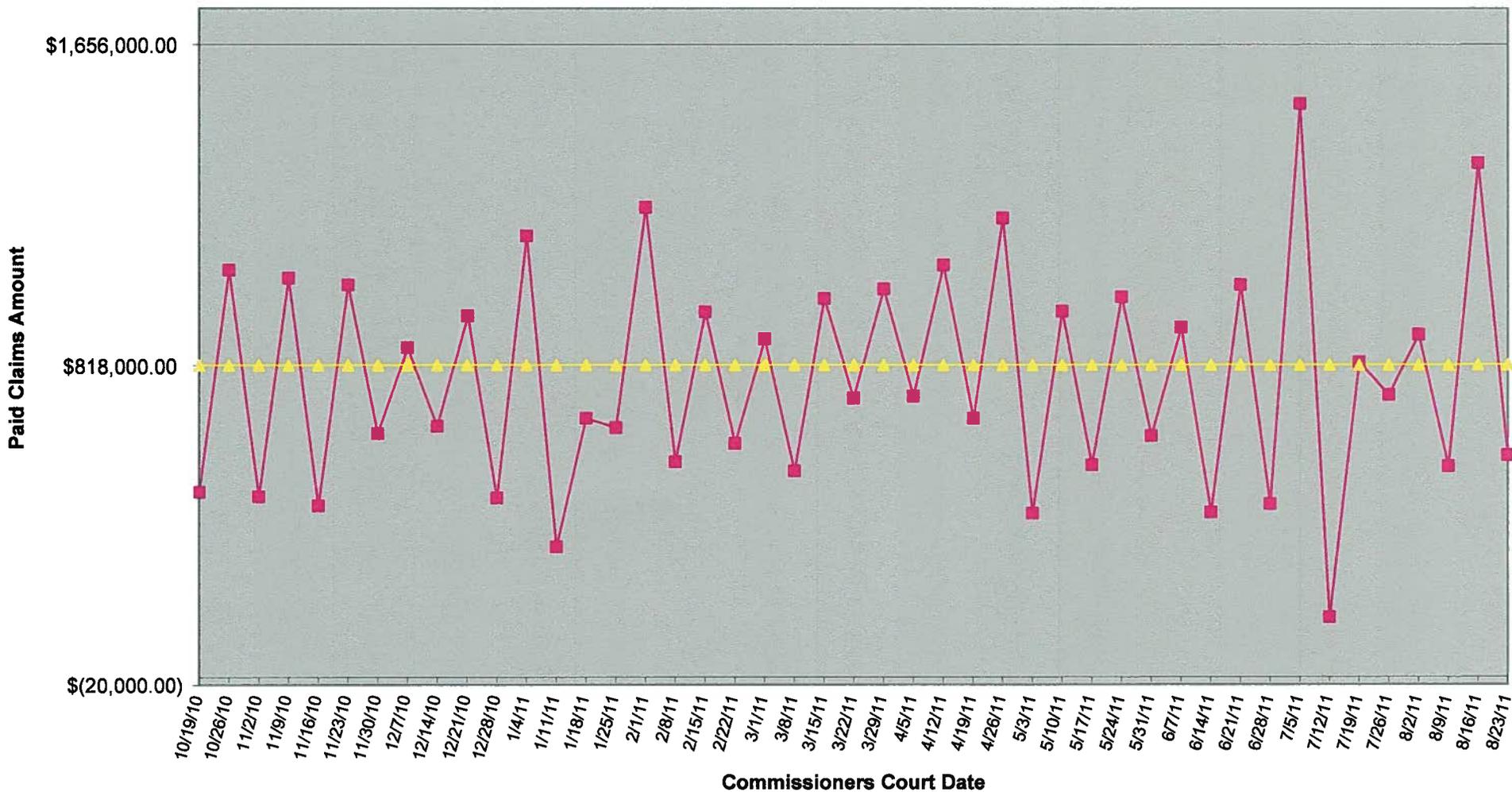
 8/15/11
 Cindy Purinton, Benefit Contract Administrator Date

 8/15/11
 Norman McRee, Financial Analyst Date

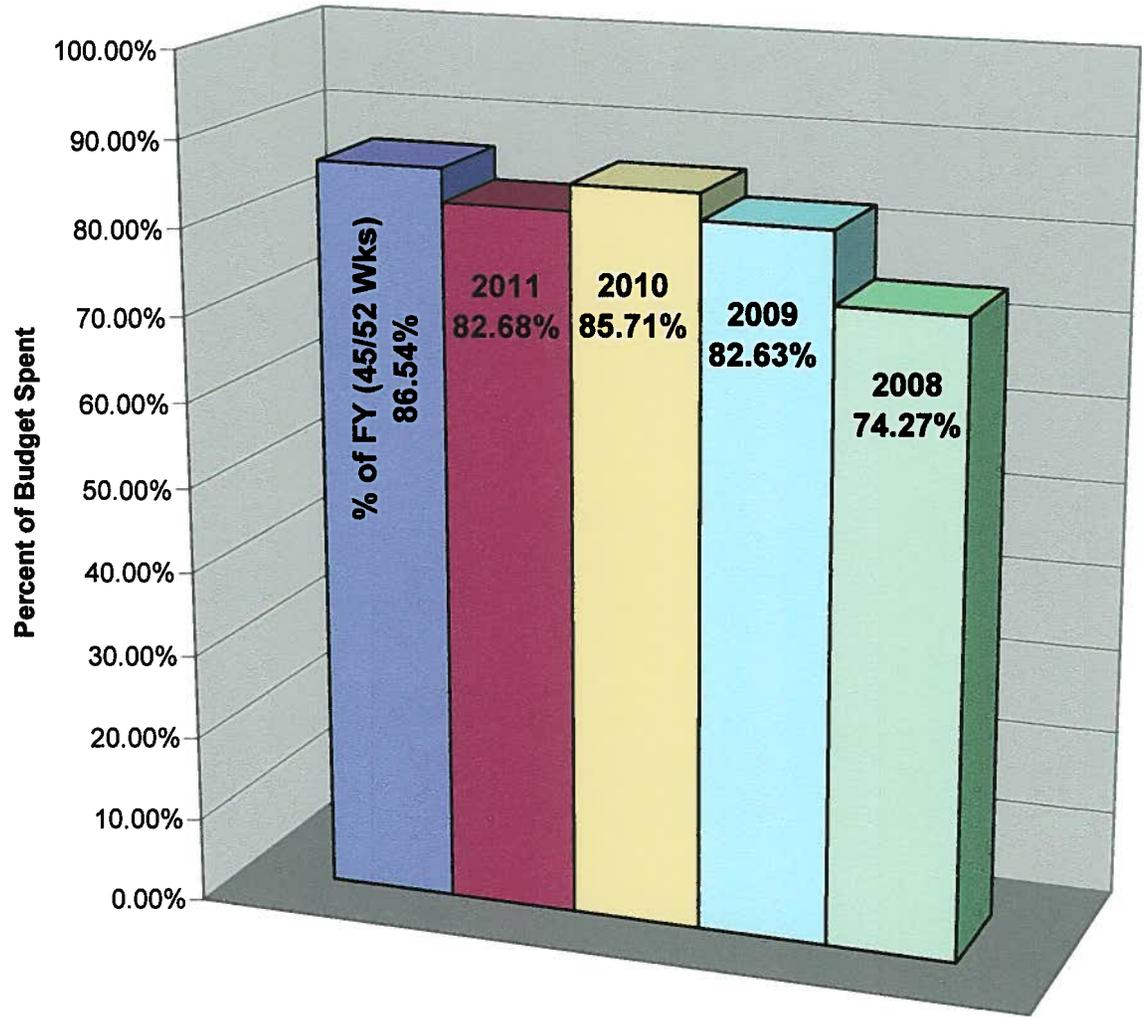
** Agrees to the total payments for this period per the check register received from UHC. See the final page of this period's check register attached.

Travis County Employee Benefit Plan FY11 Paid Claims vs Weekly Claims Budget of \$818,811.85

2



Comparison of Claims to FY Budgets Week 45



A

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2011_08_11

CONTR_NBR	PLN_ID	TRANS_AMT	SRS_DESG_NBR	CHK_NBR	GRP_ID	CLM_ACCT_NBR	ISS_DT	TRANS_TYP_CD	TRANS_DT	WK_END_DT
701254	632	\$ 0.01	QG	60402354	A		2 8/8/2011	100	8/10/2011	8/11/2011
701254	632	\$ 0.01	QG	60402354	AA		8 8/8/2011	100	8/10/2011	8/11/2011
701254	632	\$ 0.01	QG	60402354	AA		1 8/8/2011	100	8/10/2011	8/11/2011
701254	632	\$ 0.01	QG	60402354	AH		5 8/8/2011	100	8/10/2011	8/11/2011
701254	632	\$ 0.01	QG	60402354	AH		1 8/8/2011	100	8/10/2011	8/11/2011
701254	632	\$ 0.01	QG	60402354	AE		8 8/8/2011	100	8/10/2011	8/11/2011
701254	632	\$ (1.27)	UZ	62115250	A		3 8/4/2011	50	8/10/2011	8/11/2011
701254	632	\$ (21.55)	RJ	44091810	AH		1 8/4/2011	50	8/10/2011	8/11/2011
701254	632	\$ (88.19)	NN	SSN00000	AL		0 8/4/2011	600	8/10/2011	8/11/2011
701254	632	\$ (120.00)	NN	SSN00000	AL		0 8/3/2011	600	8/9/2011	8/11/2011
701254	632	\$ (191.70)	QG	60260969	AH		7 8/5/2011	50	8/11/2011	8/11/2011
701254	632	\$ (242.71)	NN	SSN00000	AL		0 8/2/2011	600	8/8/2011	8/11/2011
701254	632	\$ (243.09)	NN	SSN00000	AL		0 8/8/2011	600	8/12/2011	8/11/2011
701254	632	\$ (325.30)	QG	202860	AH		7 8/4/2011	50	8/10/2011	8/11/2011
701254	632	\$ (594.28)	NN	SSN00000	AL		0 8/2/2011	600	8/8/2011	8/11/2011
701254	632	\$ (621.45)	QG	70302041	AA		8 8/4/2011	50	8/10/2011	8/11/2011
701254	632	\$ (733.00)	NN	SSN00000	AL		0 8/5/2011	600	8/11/2011	8/11/2011
701254	632	\$ (3,490.48)	NN	SSN00000	AL		0 8/2/2011	600	8/8/2011	8/11/2011
701254	632	\$ (199,220.40)	NN	SSN00000	AL		0 8/2/2011	600	8/8/2011	8/11/2011

581,094.51

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

For the payment week ending: 08/11/2011

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

7

Travis County - Hospital and Self Insurance Fund (526)
Journal Entry for the Reimbursement to United Health Care

 For the payment week ending: 8/11/2011

TYPE	MEMBER TYPE	TRANS_AMT
<i>CEPO</i>		
EE	526-1145-522.45-28	-124,822.23
RR	526-1145-522.45-29	60,881.95
Total CEPO		(\$63,940.28)
<i>EPO</i>		
EE	526-1145-522.45-20	336,915.84
RR	526-1145-522.45-21	12,059.00
Total EPO		\$348,974.84
<i>PPO</i>		
EE	526-1145-522.45-25	279,535.10
RR	526-1145-522.45-26	16,524.85
Total PPO		\$296,059.95
Grand Total		\$581,094.51

Monday, August 15, 2011

Page 1 of 1



Travis County Commissioners Court Agenda Request

Meeting Date: 8/23/2011

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

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

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

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

- A. Proposed routine personnel amendments;
- B. Non-routine request from the Travis County Sheriff's Office for a variance to Travis County Code § 10.03009, Voluntary Job Change.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Attached are Personnel Amendments for Commissioners Court approval.

- A. Routine Personnel Actions – Pages 2 – 3.
- B. Non-Routine Personnel Action – Pages 4 – 7.

Sheriff's Office requests approval for a voluntary job change transitioning from Peace Officer Pay Scale (POPS) to Classified Pay Scale which is above midpoint Travis County Code § 10.03009, from Deputy Sheriff Sr Law Enfrcmt, PG 74 to Telecomm 911 Spec, PG 14. HRMD has reviewed supporting documentation.

If you have any questions or comments, please contact Diane Blankenship at 854-9170 or Todd L. Osburn at 854-2744.

STAFF RECOMMENDATIONS:

N/A

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

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

REQUIRED AUTHORIZATIONS:

Todd Osburn, Human Resources Management Department, 854-2744

Diane Blankenship, Human Resources Management Department, 854-9170

Leroy Nellis, Planning and Budget Office, 854-9106

Cheryl Aker, County Judge's Office, 854-9555

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



HRMD

Human Resources Management Department

1010 Lavaca Street, 2nd Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-4203

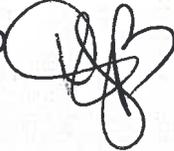
August 23, 2011

ITEM # :

DATE: August 12, 2011

TO: Samuel T. Biscoe, County Judge
 Ron Davis, Commissioner, Precinct 1
 Sarah Eckhardt, Commissioner, Precinct 2
 Karen L. Huber, Commissioner, Precinct 3
 Margaret Gomez, Commissioner, Precinct 4

VIA: Leroy Nellis, Acting County Executive, Planning and Budget

FROM: Diane Blankenship, Director, HRMD 

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

A. Routine Personnel Actions – Pages 2 – 3.

B. Non-Routine Personnel Action – Pages 4 – 7.

Sheriff's Office requests approval for a voluntary job change transitioning from Peace Officer Pay Scale (POPS) to Classified Pay Scale which is above midpoint Travis County Code § 10.03009, from Deputy Sheriff Sr Law Enfrmnt, PG 74 to Telecomm 911 Spec, PG 14. HRMD has reviewed supporting documentation.

If you have any questions or comments, please contact Diane Blankenship at 854-9170 or Todd L. Osburn at 854-2744.

LN/DB/TLO

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
County Clerk	105	Office Spec	10 / Level 6 / \$29,120.00	10 / Level 6 / \$29,120.00
County Clerk	126	Office Spec*	10 / Level 2 / \$26,166.40	10 / Level 2 / \$26,166.40
Juvenile Probation	261	Accreditation Compliance Ofcr	19 / Level 4 / \$50,793.60	19 / Level 4 / \$50,793.60
Juvenile Probation	572	Juvenile Probation Ofcr III	16 / Level 4 / \$41,475.20	16 / Level 4 / \$41,475.20
Sheriff	1485	Cadet**	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77
Sheriff	1706	Cadet**	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77
Sheriff	1733	Cadet**	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77
* Temporary to Regular			** Actual vs Authorized	

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
Fac Mgmt	20070	Custodian	5 / \$11.00	5 / \$11.00	02
**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

THIS SECTION LEFT BLANK INTENTIONALLY.

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
County Atty	Slot 100 & 143 / Law Clerk I / Grd 14 / Full-time \$32,345.46	County Atty	Slot 143 / Law Clerk I / Grd 14 / Part-time \$16,172.73	Status change from full-time to part-time (40 hrs to 20 hrs).
District Atty	Slot 154 / Attorney VII / Grd 29 / \$107,946.99	District Atty	Slot 13 / Attorney VII / Grd 29 / \$107,946.99	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
District Atty	Slot 177 / Attorney VI / Grd 28 / \$97,547.87	District Atty	Slot 154 / Attorney VI* / Grd 28 / \$97,547.87	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
District Clerk	Slot 7 / Office Asst / Grd 8 / \$22,900.80	District Clerk	Slot 104 / Court Clerk Asst / Grd 11 / \$28,100.80	Promotion. Pay is between min and midpoint of pay grade.
District Clerk	Slot 104 / Court Clerk Asst / Grd 11 / \$28,850.80	District Clerk	Slot 122 / Court Clerk I / Grd 13 / \$30,238.83	Promotion. Pay is at minimum of pay grade.
Juvenile Probation	Slot 109 / Administrative Assoc / Grd 14 / \$37,968.34	Juvenile Probation	Slot 526 / Accountant Assoc / Grd 13 / \$37,042.72	Voluntary job change. Pay is at midpoint of pay grade.
Juvenile Probation	Slot 439 / Office Spec / Grd 10 / \$30,217.15	Juvenile Probation	Slot 100 / Accountant Assoc / Grd 13 / \$34,749.72	Promotion. Pay is between min and midpoint of pay grade.
* Actual vs Authorized				

AD HOC CLASSIFICATION CHANGE							
		Current			HRMD Recommends		
Dept.	Slot #	Auth Position Title / Position #	FLSA	Pay Grade	Position Title / Position #	FLSA	Pay Grade
Constable 2	12	Court Clerk I / 13746	NE	13	Court Clerk II / 15747	NE	15
Department requests in order to meet departmental needs. PBO has confirmed funding available.							

SECTION B. NON-ROUTINE PERSONNEL ACTION

NON-ROUTINE – Voluntary Job Change				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Sheriff	Slot 128 / Deputy Sheriff Sr Law Enfrmnt / Grd 74 / \$57,812.14	Sheriff	Slot 664 / Telecomm 911 Spec* / Grd 14 / \$46,900.88	Voluntary job change. Transition from Peace Officer Pay Scale (POPS) to Classified Pay Scale. Pay is at maximum of pay grade.
* Actual vs Authorized				

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



HRMD

Human Resources Management Department

1010 Lavaca Street, 2nd Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-4203

MEMORANDUM

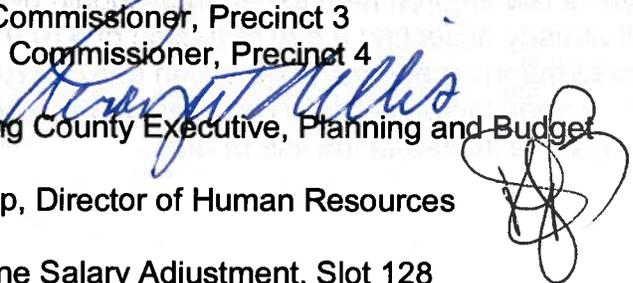
DATE: August 12, 2011

TO: Samuel T. Biscoe, County Judge
 Ron Davis, Commissioner, Precinct 1
 Sarah Eckhardt, Commissioner, Precinct 2
 Karen L. Huber, Commissioner, Precinct 3
 Margaret Gomez, Commissioner, Precinct 4

VIA: Leroy Nellis, Acting County Executive, Planning and Budget

FROM: Diane Blankenship, Director of Human Resources

SUBJECT: Sheriff Non-Routine Salary Adjustment, Slot 128



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

Travis County Sheriff's Office Request:

The Travis County Sheriff's Office (TCSO) requests approval to decrease the salary of one Law Enforcement Senior Deputy (PG 74) in the amount of \$10,911.26 to accompany a voluntary job change to Telecomm 911 Specialist (PG 14). The salary decrease would place the employee at the maximum of pay grade 14 and applies to the following slot:

From

Slot #	Title	Salary
128	Law Enforcement Deputy Senior	\$57,812.14

To

Slot #	Title	Salary
664	Telecomm 911 Specialist	\$46,900.88

Policy

Travis County Code §10.03009(b)(2) states that employees not returning to a former position should be paid between minimum and midpoint of the new pay grade.



Issue

The voluntary job change policy calls for employees to be paid between the minimum and the midpoint of the new pay grade. TCSO is requesting the employee be paid at the maximum of the new pay grade.

Recommendation

HRMD recommends approval of TCSO's proposed salary adjustment. In this case, a long-time law enforcement officer was injured on the job and can no longer serve in that capacity. TCSO is seeking to retain the employee in a less physically demanding job. The employee's law enforcement experience should be valuable in the new job. The employee is already accepting a pay reduction of \$10,911.26. Reducing pay to the midpoint would mean an additional reduction of \$7,277.71 for a total reduction of \$18,188.97, or approximately 31%. This amount of reduction seems excessive for a long-time employee injured in the line of duty.

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JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON

TRAVIS COUNTY SHERIFF

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

PHYLLIS CLAIR
Major - Law Enforcement

DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration & Support

July 22, 2011

MEMORANDUM

TO: County Judge and Commissioners' Court Members

FROM: Greg Hamilton, Sheriff

SUBJECT: Salary Offer for Sheriff's Office Employee Slot 128

I am requesting approval from the Commissioners' Court to offer a Senior Deputy the maximum salary of a 9-1-1 Telecommunications Specialist position. The Senior Deputy has been a ten year employee in good standing with the Sheriff's Office; however, he sustained a work injury in November 2009 and spent most of the time since then on Workers' Comp leave or on limited duty.

With 10 years of experience in law enforcement, this Senior Deputy has the potential to be a valuable asset to the 9-1-1 Telecommunications Center. This employee's current salary is \$57,812.14. As a 9-1-1 Telecommunications Specialist at maximum pay, his salary will be \$46,900.88.

I appreciate your consideration and approval of this issue. The Senior Deputy has indicated that he will be accepting the position at the maximum salary.

GH/dr

cc: Chief Jim Sylvester
Major Phyllis Clair
Captain Paul Knight
TCSO HR
Travis County HRMD



Safety, Integrity, Tradition of Service



Travis County Commissioners Court Agenda Request

Meeting Date: August 23, 2011

Prepared By/Phone Number: Diane Blankenship, 854-9170

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

Commissioners Court Sponsor: Judge Biscoe

A handwritten signature in black ink, appearing to be "Diane Blankenship", written over the contact information.

AGENDA LANGUAGE:

Receive reports on the following items:

- A. Results of the employee survey regarding conversion to bi-weekly payroll.
- B. Proposal for converting from semi-monthly payroll to bi-weekly payroll effective January 1, 2012

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Currently, Travis County has a semi-monthly payroll cycle, with the pay cycle ending on the 15th and the last day of any given month. Consequently, Travis County's payroll cycle may have 14, 15, or 16 calendar days.

Roughly 70% of Travis County employees are non-exempt employees. These non-exempt employees have their pay 'smoothed' to an average of 86.67 hours per pay period, with manual calculations required to add in any overtime worked in the pay period.

In addition, these employees may have to wait up to 30 days for their overtime to be paid to them due to the semi-monthly payroll cycle splitting the pay week. Further, Leave Without Pay (LWOP) is also difficult to understand for both exempt and non-exempt employees because, under the current semi-monthly system, LWOP is calculated as a percentage of scheduled days in the pay period. Therefore, the value of a day of LWOP varies depending upon the number of days in a pay cycle.

Attachments:

Attachment A contains the results of the employee survey that was conducted July 29th through August 4th.

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

Attachment B is a draft of a bi-weekly payroll calendar for CY2012.

Attachment C contains samples of net pay and deductions from employees' checks in semi-monthly and bi-weekly format.

Attachment D contains a list of policies that would need to be updated or amended to reflect a bi-weekly payroll.

Attachment E is a table of general comments that were made by survey respondents at the end of the survey (open to all survey respondents, no matter how they voted)

Attachment F is a table of comments that were made by survey respondents who voted 'no' or 'maybe' to the idea of bi-weekly payroll. (note: employees who voted 'no' or 'maybe' were given two opportunities to provide comments)

Attachment G is a table of comments that were made by respondents who identified themselves as payroll administrators.

Attachment H is a table of current payroll deductions and how they would be converted to bi-monthly deductions.

STAFF RECOMMENDATIONS:

Staff recommends conversion to a bi-weekly payroll cycle (item to be brought back for action at a subsequent date).

ISSUES AND OPPORTUNITIES:

Employee Preference and Acceptance: This survey was open for one week. In addition, hard copy results were also accepted and added to the on-line results. In total, 1994 employees responded to the survey, or just under 40% of our employees.

Of the respondents, 53.4% indicated a preference for bi-weekly payroll; 36.6% of the respondents indicated a preference for semi-monthly payroll; and 10.1% of the respondents indicated no preference. Notably, the number of employees who preferred bi-weekly payroll, if it benefited a majority of employees, increased to 65.5%.

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- Issue: Some survey respondents expressed a preference for semi-monthly payroll.
- Opportunity: A majority of respondents (53.4%) indicated a preference for bi-weekly payroll. Additionally, 65.5% of employees indicated a preference for bi-weekly payroll if it benefitted most employees.

Employee Financial Planning and Budgeting Assistance:

- Issue: Almost a quarter of the survey respondents indicated that they would be interested in receiving training in personal finance and budgeting if the County were to switch to bi-weekly payroll.
- Opportunity: Included in the EAP contract is 100 contact hours of training as well as three appointments per employee per issue per contract year (which can be extended to five appointments in certain circumstances). If the Court elects to convert to bi-weekly payroll, HRMD will be able to schedule up to 25% of the contact hours included in the EAP contract for sessions on personal finance and budgeting. In addition, regular employees can avail themselves of up to five one-on-one sessions with the EAP regarding personal financial planning and budgeting.
- Opportunity: One-on-one assistance can also be provided to help employees with re-amortizing long-term loans such as mortgages and car loans (for those employees who prefer that these loans match up with their pay schedules).

Accruals:

- Issue: Currently, accruals are calculated on a pay period basis (Vacation), monthly basis (Sick), yearly basis (Personal Holiday), and a pro-rated yearly basis (Personal Holiday for new employees).
- Opportunity: Conversion to bi-weekly payroll provides an excellent opportunity to streamline and/or consolidate some of these accruals prior to implementation to SAP.
- Options include:
 - Combining Vacation and Personal Holiday into one time-off bank that accrues bi-weekly
 - Keeping the current accruals, which would allow for two additional Vacation accruals per year (net gain of one to one-and-a-half vacation days per employee)

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- Note: Accrual options will be brought back for Court action at a later date

Deductions:

- Issue: Deductions are currently based on a semi-monthly pay period.
- Opportunity: A list of all current deductions is included as Attachment H for the Court's review. Most deductions can automatically be changed to a bi-weekly amount. Employees would have the opportunity to change their TCCC and 457 deductions. The Payroll Office and HRMD will work the Unions and Associations regarding conversion of dues to a bi-weekly basis.

Benefits Contracts:

- Issue: None if benefits coverage is still provided on a month-to-month basis.
- Opportunity: None.
- Issue: Group benefits contracts (Health, Dental, Basic Life, Supplemental Life, AD&D, STD, and LTD) would need to be reviewed and converted if coverage were allowed on a pay period-to-pay period basis, rather than a month-to-month basis.
- Opportunity: After thirty (30) days of service, employees would be able to start their benefits at the beginning of the next pay period, rather than the beginning of next month.

Work Load:

- Issue: Conversion to a bi-weekly pay cycle means that there would be two additional pay cycles to process per year, requiring more time and man-hours in processing payroll.
- Opportunity: Overtime for Non-Exempt employees is based on the work week, and not the pay cycle. Currently approximately 70% of the Travis County work force is Non-Exempt. In the majority of semi-monthly pay cycles Payroll Administrators must pull the previous cycle's timesheets in order to calculate Overtime or Compensatory Time for Non-Exempt employees. Syncing the payroll cycle and the work week means that Payroll Administrators will no longer have to pull the previous cycle's timesheets in order to calculate Overtime and Compensatory Time for Non-Exempts, thus saving time in processing payroll.
- Opportunity: Currently, time entry and approval is cumbersome because it doesn't consistently occur at the same time/day of the

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week for each pay cycle. In some departments, payroll administrators spend much of their time getting employees to turn in their time and/or supervisors to approve time entry. Conversion to bi-weekly payroll allows a set time/day each week for payroll entry and approval, again saving time in processing payroll.

Payroll Delay:

- Issue: Currently, the payroll delay is two or more weeks (from the end of the pay period to the receipt of the pay check).
- Opportunity: None, at this time. Reducing the payroll delay is not considered a feasible, sustainable goal of this initiative until after the full implementation and stabilization of SAP HRIS.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

REQUIRED AUTHORIZATIONS:

Diane Blankenship, HRMD 854-9170

Rodney Rhoades, PBO, 854-8679

Susan Spataro, County Auditor's Office, 854-9125

Cheryl Aker, County Judge's Office, 854-9555

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

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Bi-Weekly Payroll Survey



1. Based on the above features, would you prefer being paid on a bi-weekly basis?

		Response Percent	Response Count
Yes		53.4%	1,064
No		36.6%	729
Maybe		10.1%	201
answered question			1,994
skipped question			0

2. If you answered Maybe or No to the previous question, please explain.

	Response Count
	870
answered question	870
skipped question	1,124

3. Would you favor being paid on a bi-weekly basis if it benefited the majority of employees?

		Response Percent	Response Count
Yes		65.5%	1,262
No		23.2%	448
I Don't Know		11.3%	218
answered question			1,928
skipped question			66

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4. Which of the following is most important to you?

		Response Percent	Response Count
Length of period between end of pay cycle and receipt of pay (payroll delay)		20.2%	388
Being paid for all overtime worked in a pay cycle on the next pay check		13.3%	256
Always being paid on the same day of the week		22.8%	438
Base pay being the same amount every pay period		43.6%	837
answered question			1,919
skipped question			75

5. Are you eligible for overtime pay?

		Response Percent	Response Count
Yes (I am a non-exempt employee)		52.1%	1,002
No (I am an exempt employee)		47.9%	923
answered question			1,925
skipped question			69

6. If you are eligible for overtime pay, how often do you work overtime?

		Response Percent	Response Count
Every pay period		8.4%	84
Once a month		6.3%	63
Occasionally		50.9%	507
Never		20.3%	202
Work comp time instead		14.1%	140
answered question			996
skipped question			998

7. If a change were made to bi-weekly payroll, would you be interested in receiving training and assistance in personal finance and budgeting to help you understand how the change would affect you personally?

		Response Percent	Response Count
Yes		24.5%	469
No		62.4%	1,197
I Don't Know		13.1%	252
answered question			1,918
skipped question			76

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8. Are you a payroll administrator for your department?

		Response Percent	Response Count
Yes		4.4%	85
No		95.6%	1,836
answered question			1,921
skipped question			73

9. Would a bi-weekly pay cycle be easier for you in preparing the payroll?

		Response Percent	Response Count
Yes		44.6%	37
No		55.4%	46
answered question			83
skipped question			1,911

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10. Which feature of bi-weekly would be of greatest benefit to you?

		Response Percent	Response Count
Payroll schedule is always the same (hours always close on Wednesday, etc.)		53.0%	44
All overtime for the pay period is paid on the next check rather than potentially being split between two checks (eliminating the need to refer to prior period time sheets to validate overtime)		14.5%	12
Payroll calculations easier for my employees to understand (reduces employee questions)		14.5%	12
Other (please specify)		18.1%	15
answered question			83
skipped question			1,911

11. Approximately what % of your employees are eligible for overtime pay?

		Response Percent	Response Count
None		28.9%	24
0 – 25%		16.9%	14
26-50%		9.6%	8
51-75%		21.7%	18
76-100%		22.9%	19
answered question			83
skipped question			1,911

12. Please share your thoughts or comments on bi-weekly payroll from the perspective of a payroll administrator

**Response
Count**

35

answered question

35

skipped question

1,959

13. Please share any other thoughts or comments on bi-weekly payroll:

**Response
Count**

633

answered question

633

skipped question

1,361

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Attachment B

2012

January 12

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February 12

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29			

March 12

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April 12

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May 12

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 12

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

July 12

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 12

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September 12

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October 12

S	M	T	W	T	F	S
					5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November 12

S	M	T	W	T	F	S
				1		3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December 12

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

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Attachment C: Comparison of Semi-Monthly to Bi-Weekly Pay Options

The examples below provide basic information showing the effect of bi-weekly conversion and the expiration of the social security tax break on January 1, 2012 to employee paychecks. Actual amounts and percentages will vary based on individual circumstances, including variations in deductions.

Key points:

- * Employees would see a gain in gross and net pay compared with semi-monthly at the end of 2012, largely due to 1 semi-monthly payout in January and a third paycheck in the month of November. In the examples provided below, the net amount varied from \$52.718 to \$125.40. These differences occur only in the transition year. In subsequent years, the annual amount reflects the annual salaries.
- * Because the annual salary is fixed and there are two more pay periods with bi-weekly (26 versus 24 with semi-monthly), the per pay period amounts would decrease 7.7%. Simply stated: The employee does not receive less annually, just per pay period, since there are 2 more pay periods.
- * January 1, 2012 marks the expiration of the Social Security tax break, with the current 4.2% rate reverting to 6.2%. The net effect is a lower paycheck for employees which would occur regardless of whether or not the County converts to bi-weekly payroll.
- * Employees get their money more quickly (i.e. every 2 weeks) instead of on periods of varying length, which may assist with personal budgeting.
- * The alignment of the work week and pay calendar achieved by bi-weekly reduces the delay in payout of overtime. Currently, when a pay period ends mid-week, the overtime cannot be calculated and paid out until the following pay cycle (2 pay period delay).
- * Overtime will be easier to calculate and easier for employees to understand because the length of the pay period is fixed (i.e. 80 hours).

Example A Example B Example C

Gross Pay			
2012 Semi-Monthly Gross	\$ 1,166.58	\$ 2,122.74	\$ 2,938.45
2012 Bi-Weekly Gross	\$ 1,076.84	\$ 1,959.45	\$ 2,712.42
2012 Semi-Monthly Add Pays	\$ -	\$ -	\$ 112.50
2012 Bi-Weekly Add Pays	\$ -	\$ -	\$ 103.85
2012 Semi-Monthly Total Gross	\$ 27,997.92	\$ 50,945.76	\$ 73,222.80
2012 Bi-Weekly Total Gross	\$ 28,087.66	\$ 51,109.05	\$ 73,457.49

Deductions			
2012 Semi-Monthly Total Deductions	\$ 480.74	\$ 720.94	\$ 1,308.19
2012 Bi-Weekly Total Deductions	\$ 443.78	\$ 665.47	\$ 1,207.55
2012 Insurance Deduction	\$ 229.86	\$ 87.43	\$ -
2012 Insurance Deduction	\$ 212.18	\$ 80.70	\$ -
Deductions	FSA Dep Care, FSA Medical, AD&D, LT & ST Disab, Suppl Life, Spouse & Dep Life, Vision, Dental, UHC PPO	Dental, FSA Medical, AD&D, LT & ST Disability, Suppl Life	None

Pay Period Net Pay			
2012 Semi Monthly Net Pay	\$ 685.84	\$ 1,401.80	\$ 1,630.26
2012 Bi-Weekly Net Pay	\$ 633.06	\$ 1,293.98	\$ 1,504.86
Difference due to bi-weekly conversion	\$ (52.78)	\$ (107.82)	\$ (125.40)
% Change in period pay due to Bi-Weekly	-7.7%	-7.7%	-7.7%

Transition Year Total Net Pay--2012			
- Semi-Monthly Pay (current)	\$ 16,460.28	\$ 33,643.32	\$ 39,126.26
- Bi-Weekly Pay	\$ 16,512.46	\$ 33,751.34	\$ 39,251.86
Transition Year Difference in Net Pay	\$ 52.18	\$ 108.02	\$ 125.60

Parameters/Assumptions:

1. January 1, 2012 implementation date (last semi-monthly pay check paid 1/13/2012, reflects December 16-31, 2011 pay period hours)
2. Semi-monthly amounts calculated based on 7/29/2011 pay period. No overtime was included in calculations.
3. Bi-weekly and add pay amounts based on annual amount divided by 26 pay periods.
4. With the bi-weekly option, there would be 3 paychecks in June and November of 2012.
5. Social security rate will revert to 6.2% on 1/1/2012.

Attachment C: Comparison of Semi-Monthly to Bi-Weekly Pay Options Example A by Month

	Bi-Weekly			Semi-Monthly		
	Pay Date	Net Pay	Month Total	Pay Date	Net Pay	Month Total
January	1/13/12	\$ 685.84		01/13/12	\$ 685.84	
	1/27/12	\$ 633.06	\$ 1,318.91	01/31/12	\$ 685.84	\$ 1,371.69
February	2/10/12	\$ 633.06		02/15/12	\$ 685.84	
	2/24/12	\$ 633.06	\$ 1,266.13	02/29/12	\$ 685.84	\$ 1,371.69
March	3/9/12	\$ 633.06		03/15/12	\$ 685.84	
	3/23/12	\$ 633.06	\$ 1,266.13	03/30/12	\$ 685.84	\$ 1,371.69
April	4/6/12	\$ 633.06		04/13/12	\$ 685.84	
	4/20/12	\$ 633.06	\$ 1,266.13	04/30/12	\$ 685.84	\$ 1,371.69
May	5/4/12	\$ 633.06		05/15/12	\$ 685.84	
	5/18/12	\$ 633.06	\$ 1,266.13	05/31/12	\$ 685.84	\$ 1,371.69
June	6/1/12	\$ 633.06				
	6/15/12	\$ 633.06		06/15/12	\$ 685.84	
	6/29/12	\$ 633.06	\$ 1,899.19	06/29/12	\$ 685.84	\$ 1,371.69
July	7/13/12	\$ 633.06		07/13/12	\$ 685.84	
	7/27/12	\$ 633.06	\$ 1,266.13	07/31/12	\$ 685.84	\$ 1,371.69
August	8/10/12	\$ 633.06		08/15/12	\$ 685.84	
	8/24/12	\$ 633.06	\$ 1,266.13	08/31/12	\$ 685.84	\$ 1,371.69
September	9/7/12	\$ 633.06		09/14/12	\$ 685.84	
	9/21/12	\$ 633.06	\$ 1,266.13	09/28/12	\$ 685.84	\$ 1,371.69
October	10/5/12	\$ 633.06		10/15/12	\$ 685.84	
	10/19/12	\$ 633.06	\$ 1,266.13	10/31/12	\$ 685.84	\$ 1,371.69
November	11/2/12	\$ 633.06				
	11/16/12	\$ 633.06		11/15/12	\$ 685.84	
	11/30/12	\$ 633.06	\$ 1,899.19	11/30/12	\$ 685.84	\$ 1,371.69
December	12/14/12	\$ 633.06		12/14/12	\$ 685.84	
	12/28/12	\$ 633.06	\$ 1,266.13	12/31/12	\$ 685.84	\$ 1,371.69
Transition Year Total Net Pay			\$ 16,512.46	\$ 16,460.28		

Attachment C: Comparison of Semi-Monthly to Bi-Weekly Pay Options Example A by Month

	Bi-Weekly			Semi-Monthly		
	Pay Date	Net Pay	Cumulative YTD	Pay Date	Net Pay	Cumulative YTD
January	1/13/12	\$ 685.84		01/13/12	\$ 685.84	
	1/27/12	\$ 633.06	\$ 1,318.91	01/31/12	\$ 685.84	\$ 1,371.69
February	2/10/12	\$ 633.06		02/15/12	\$ 685.84	
	2/24/12	\$ 633.06	\$ 2,585.04	02/29/12	\$ 685.84	\$ 2,743.38
March	3/9/12	\$ 633.06		03/15/12	\$ 685.84	
	3/23/12	\$ 633.06	\$ 3,851.17	03/30/12	\$ 685.84	\$ 4,115.07
April	4/6/12	\$ 633.06		04/13/12	\$ 685.84	
	4/20/12	\$ 633.06	\$ 5,117.30	04/30/12	\$ 685.84	\$ 5,486.76
May	5/4/12	\$ 633.06		05/15/12	\$ 685.84	
	5/18/12	\$ 633.06	\$ 6,383.43	05/31/12	\$ 685.84	\$ 6,858.45
June	6/1/12	\$ 633.06				
	6/15/12	\$ 633.06		06/15/12	\$ 685.84	
	6/29/12	\$ 633.06	\$ 8,282.62	06/29/12	\$ 685.84	\$ 8,230.14
July	7/13/12	\$ 633.06		07/13/12	\$ 685.84	
	7/27/12	\$ 633.06	\$ 9,548.75	07/31/12	\$ 685.84	\$ 9,601.83
August	8/10/12	\$ 633.06		08/15/12	\$ 685.84	
	8/24/12	\$ 633.06	\$ 10,814.88	08/31/12	\$ 685.84	\$ 10,973.52
September	9/7/12	\$ 633.06		09/14/12	\$ 685.84	
	9/21/12	\$ 633.06	\$ 12,081.01	09/28/12	\$ 685.84	\$ 12,345.21
October	10/5/12	\$ 633.06		10/15/12	\$ 685.84	
	10/19/12	\$ 633.06	\$ 13,347.14	10/31/12	\$ 685.84	\$ 13,716.90
November	11/2/12	\$ 633.06				
	11/16/12	\$ 633.06		11/15/12	\$ 685.84	
	11/30/12	\$ 633.06	\$ 15,246.33	11/30/12	\$ 685.84	\$ 15,088.59
December	12/14/12	\$ 633.06		12/14/12	\$ 685.84	
	2012 Bi-Weel 12/28/12	\$ 633.06	\$ 16,512.46	12/31/12	\$ 685.84	\$ 16,460.28
Transition Year Total Net Pay			\$ 16,512.46			\$ 16,460.28

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Attachment C: Comparison of Semi-Monthly to Bi-Weekly Pay Options
Example B by Month

	Bi-Weekly			Semi-Monthly		
	Pay Date	Net Pay	Cumulative YTD	Pay Date	Net Pay	Cumulative YTD
January	1/13/12	\$ 1,401.80		01/13/12	\$ 1,401.80	
	1/27/12	\$ 1,293.98	\$ 2,695.79	01/31/12	\$ 1,401.80	\$ 2,803.61
February	2/10/12	\$ 1,293.98		02/15/12	\$ 1,401.80	
	2/24/12	\$ 1,293.98	\$ 5,283.75	02/29/12	\$ 1,401.80	\$ 5,607.22
March	3/9/12	\$ 1,293.98		03/15/12	\$ 1,401.80	
	3/23/12	\$ 1,293.98	\$ 7,871.71	03/30/12	\$ 1,401.80	\$ 8,410.83
April	4/6/12	\$ 1,293.98		04/13/12	\$ 1,401.80	
	4/20/12	\$ 1,293.98	\$ 10,459.68	04/30/12	\$ 1,401.80	\$ 11,214.44
May	5/4/12	\$ 1,293.98		05/15/12	\$ 1,401.80	
	5/18/12	\$ 1,293.98	\$ 13,047.64	05/31/12	\$ 1,401.80	\$ 14,018.05
June	6/1/12	\$ 1,293.98				
	6/15/12	\$ 1,293.98		06/15/12	\$ 1,401.80	
	6/29/12	\$ 1,293.98	\$ 16,929.58	06/29/12	\$ 1,401.80	\$ 16,821.66
July	7/13/12	\$ 1,293.98		07/13/12	\$ 1,401.80	
	7/27/12	\$ 1,293.98	\$ 19,517.55	07/31/12	\$ 1,401.80	\$ 19,625.27
August	8/10/12	\$ 1,293.98		08/15/12	\$ 1,401.80	
	8/24/12	\$ 1,293.98	\$ 22,105.51	08/31/12	\$ 1,401.80	\$ 22,428.88
September	9/7/12	\$ 1,293.98		09/14/12	\$ 1,401.80	
	9/21/12	\$ 1,293.98	\$ 24,693.47	09/28/12	\$ 1,401.80	\$ 25,232.49
October	10/5/12	\$ 1,293.98		10/15/12	\$ 1,401.80	
	10/19/12	\$ 1,293.98	\$ 27,281.43	10/31/12	\$ 1,401.80	\$ 28,036.10
November	11/2/12	\$ 1,293.98				
	11/16/12	\$ 1,293.98		11/15/12	\$ 1,401.80	
	11/30/12	\$ 1,293.98	\$ 31,163.38	11/30/12	\$ 1,401.80	\$ 30,839.71
December	12/14/12	\$ 1,293.98		12/14/12	\$ 1,401.80	
	2012 Bi-Weel2/28/12	\$ 1,293.98	\$ 33,751.34	12/31/12	\$ 1,401.80	\$ 33,643.32
Transition Year Total Net Pay			\$ 33,751.34	\$ 33,643.32		

Attachment C: Comparison of Semi-Monthly to Bi-Weekly Pay Options Example B by Month

	Bi-Weekly			Semi-Monthly		
	Pay Date	Net Pay	Cumulative YTD	Pay Date	Net Pay	Cumulative YTD
January	1/13/12	\$ 1,401.80		01/13/12	\$ 1,401.80	
	1/27/12	\$ 1,293.98	\$ 2,695.79	01/31/12	\$ 1,401.80	\$ 2,803.61
February	2/10/12	\$ 1,293.98		02/15/12	\$ 1,401.80	
	2/24/12	\$ 1,293.98	\$ 5,283.75	02/29/12	\$ 1,401.80	\$ 5,607.22
March	3/9/12	\$ 1,293.98		03/15/12	\$ 1,401.80	
	3/23/12	\$ 1,293.98	\$ 7,871.71	03/30/12	\$ 1,401.80	\$ 8,410.83
April	4/6/12	\$ 1,293.98		04/13/12	\$ 1,401.80	
	4/20/12	\$ 1,293.98	\$ 10,459.68	04/30/12	\$ 1,401.80	\$ 11,214.44
May	5/4/12	\$ 1,293.98		05/15/12	\$ 1,401.80	
	5/18/12	\$ 1,293.98	\$ 13,047.64	05/31/12	\$ 1,401.80	\$ 14,018.05
June	6/1/12	\$ 1,293.98				
	6/15/12	\$ 1,293.98		06/15/12	\$ 1,401.80	
	6/29/12	\$ 1,293.98	\$ 16,929.58	06/29/12	\$ 1,401.80	\$ 16,821.66
July	7/13/12	\$ 1,293.98		07/13/12	\$ 1,401.80	
	7/27/12	\$ 1,293.98	\$ 19,517.55	07/31/12	\$ 1,401.80	\$ 19,625.27
August	8/10/12	\$ 1,293.98		08/15/12	\$ 1,401.80	
	8/24/12	\$ 1,293.98	\$ 22,105.51	08/31/12	\$ 1,401.80	\$ 22,428.88
September	9/7/12	\$ 1,293.98		09/14/12	\$ 1,401.80	
	9/21/12	\$ 1,293.98	\$ 24,693.47	09/28/12	\$ 1,401.80	\$ 25,232.49
October	10/5/12	\$ 1,293.98		10/15/12	\$ 1,401.80	
	10/19/12	\$ 1,293.98	\$ 27,281.43	10/31/12	\$ 1,401.80	\$ 28,036.10
November	11/2/12	\$ 1,293.98				
	11/16/12	\$ 1,293.98		11/15/12	\$ 1,401.80	
	11/30/12	\$ 1,293.98	\$ 31,163.38	11/30/12	\$ 1,401.80	\$ 30,839.71
December	12/14/12	\$ 1,293.98		12/14/12	\$ 1,401.80	
	2012 Bi-Weel2/28/12	\$ 1,293.98	\$ 33,751.34	12/31/12	\$ 1,401.80	\$ 33,643.32
Transition Year Total Net Pay			\$ 33,751.34	\$ 33,643.32		

Attachment C: Comparison of Semi-Monthly to Bi-Weekly Pay Options
Example C by Month

	Bi-Weekly			Semi-Monthly		
	Pay Date	Net Pay	Month Total	Pay Date	Net Pay	Month Total
January	1/13/12	\$ 1,630.26		01/13/12	\$ 1,630.26	
	1/27/12	\$ 1,504.86	\$ 3,135.12	01/31/12	\$ 1,630.26	\$ 3,260.52
February	2/10/12	\$ 1,504.86		02/15/12	\$ 1,630.26	
	2/24/12	\$ 1,504.86	\$ 3,009.73	02/29/12	\$ 1,630.26	\$ 3,260.52
March	3/9/12	\$ 1,504.86		03/15/12	\$ 1,630.26	
	3/23/12	\$ 1,504.86	\$ 3,009.73	03/30/12	\$ 1,630.26	\$ 3,260.52
April	4/6/12	\$ 1,504.86		04/13/12	\$ 1,630.26	
	4/20/12	\$ 1,504.86	\$ 3,009.73	04/30/12	\$ 1,630.26	\$ 3,260.52
May	5/4/12	\$ 1,504.86		05/15/12	\$ 1,630.26	
	5/18/12	\$ 1,504.86	\$ 3,009.73	05/31/12	\$ 1,630.26	\$ 3,260.52
June	6/1/12	\$ 1,504.86				
	6/15/12	\$ 1,504.86		06/15/12	\$ 1,630.26	
	6/29/12	\$ 1,504.86	\$ 4,514.59	06/29/12	\$ 1,630.26	\$ 3,260.52
July	7/13/12	\$ 1,504.86		07/13/12	\$ 1,630.26	
	7/27/12	\$ 1,504.86	\$ 3,009.73	07/31/12	\$ 1,630.26	\$ 3,260.52
August	8/10/12	\$ 1,504.86		08/15/12	\$ 1,630.26	
	8/24/12	\$ 1,504.86	\$ 3,009.73	08/31/12	\$ 1,630.26	\$ 3,260.52
September	9/7/12	\$ 1,504.86		09/14/12	\$ 1,630.26	
	9/21/12	\$ 1,504.86	\$ 3,009.73	09/28/12	\$ 1,630.26	\$ 3,260.52
October	10/5/12	\$ 1,504.86		10/15/12	\$ 1,630.26	
	10/19/12	\$ 1,504.86	\$ 3,009.73	10/31/12	\$ 1,630.26	\$ 3,260.52
November	11/2/12	\$ 1,504.86				
	11/16/12	\$ 1,504.86		11/15/12	\$ 1,630.26	
	11/30/12	\$ 1,504.86	\$ 4,514.59	11/30/12	\$ 1,630.26	\$ 3,260.52
December	12/14/12	\$ 1,504.86		12/14/12	\$ 1,630.26	
	12/28/12	\$ 1,504.86	\$ 3,009.73	12/31/12	\$ 1,630.26	\$ 3,260.52
Transition Year Total Net Pay			\$ 39,251.86	\$ 39,126.26		

Attachment C: Comparison of Semi-Monthly to Bi-Weekly Pay Options Example C by Month

	Bi-Weekly			Semi-Monthly		
	Pay Date	Net Pay	Cumulative YTD	Pay Date	Net Pay	Cumulative YTD
January	1/13/12	\$ 1,630.26		01/13/12	\$ 1,630.26	
	1/27/12	\$ 1,504.86	\$ 3,135.12	01/31/12	\$ 1,630.26	\$ 3,260.52
February	2/10/12	\$ 1,504.86		02/15/12	\$ 1,630.26	
	2/24/12	\$ 1,504.86	\$ 6,144.85	02/29/12	\$ 1,630.26	\$ 6,521.04
March	3/9/12	\$ 1,504.86		03/15/12	\$ 1,630.26	
	3/23/12	\$ 1,504.86	\$ 9,154.58	03/30/12	\$ 1,630.26	\$ 9,781.56
April	4/6/12	\$ 1,504.86		04/13/12	\$ 1,630.26	
	4/20/12	\$ 1,504.86	\$ 12,164.31	04/30/12	\$ 1,630.26	\$ 13,042.09
May	5/4/12	\$ 1,504.86		05/15/12	\$ 1,630.26	
	5/18/12	\$ 1,504.86	\$ 15,174.03	05/31/12	\$ 1,630.26	\$ 16,302.61
June	6/1/12	\$ 1,504.86				
	6/15/12	\$ 1,504.86		06/15/12	\$ 1,630.26	
	6/29/12	\$ 1,504.86	\$ 19,688.63	06/29/12	\$ 1,630.26	\$ 19,563.13
July	7/13/12	\$ 1,504.86		07/13/12	\$ 1,630.26	
	7/27/12	\$ 1,504.86	\$ 22,698.35	07/31/12	\$ 1,630.26	\$ 22,823.65
August	8/10/12	\$ 1,504.86		08/15/12	\$ 1,630.26	
	8/24/12	\$ 1,504.86	\$ 25,708.08	08/31/12	\$ 1,630.26	\$ 26,084.17
September	9/7/12	\$ 1,504.86		09/14/12	\$ 1,630.26	
	9/21/12	\$ 1,504.86	\$ 28,717.81	09/28/12	\$ 1,630.26	\$ 29,344.69
October	10/5/12	\$ 1,504.86		10/15/12	\$ 1,630.26	
	10/19/12	\$ 1,504.86	\$ 31,727.54	10/31/12	\$ 1,630.26	\$ 32,605.22
November	11/2/12	\$ 1,504.86				
	11/16/12	\$ 1,504.86		11/15/12	\$ 1,630.26	
	11/30/12	\$ 1,504.86	\$ 36,242.13	11/30/12	\$ 1,630.26	\$ 35,865.74
December	12/14/12	\$ 1,504.86		12/14/12	\$ 1,630.26	
	2012 Bi-Weel 12/28/12	\$ 1,504.86	\$ 39,251.86	12/31/12	\$ 1,630.26	\$ 39,126.26
Transition Year Total Net Pay			\$ 39,251.86	\$ 39,126.26		

Attachment D: Policies That Would Require Change for Bi-Weekly Payroll

Policy	Description	Change	Comment/Discussion Point
10.023	Literacy Services	In item d, would the number of paid hours off from work site per pay period for tutoring time need to be changed?	Leave as is
10.029	Compensation	Item 5 states that "implementation dates must be at the beginning of a pay period (1st or 16th of each month)". Remove wording within the parentheses so that change would be effective at beginning of pay period.	
10.0295, Section h	Peace Officer Pay Scale	In item h, change effective date of skill based pay to read "The effective date of the skill based pay is the first of the pay period after Human Resources Management Department receives a departmental memorandum with official certifications attached."	
10.0295, Section h, items 1, 2, 3, and 4	Peace Officer Pay Scale	Amounts for 1) Field Training Officer Pay, 2) Bilingual Pay, 3) TCLEOSE License Pay, and 4) TCLEOSE Certified Civil Process Proficiency Pay should be adjusted to bi-weekly amounts .	
10.03009	Criteria for Pay Adjustments in a Single Payment	Confirm that wording is correct for bi-weekly payroll.	
10.036, Section b	Vacation Leave	Current accrual according to policy is by pay period. Failure to address would give each employee two additional accruals per year.	Possible solutions would be to adjust accruals to bi-weekly rates or to combine vacation and personal holiday and adjust the combined accrual to bi-weekly rates
10.037 Section a	Sick Leave	Current accrual according to policy is monthly. Conversion to bi-weekly accrual would allow the accrual to be a part of the payroll process and not another, separate process.	
10.041 Military Leave, Sections g and k	Military Leave	Confirm that wording concerning continuation of health care coverage is correct for bi-weekly payroll because benefits will be based on pay periods, not months.	
10.044	Personal Holidays	Number of personal holidays may be modified in conjunction with vacation leave modifications. See discussion on Policy 10.036, Vacation Leave.	
10.0452, Section c	Vacation Leave Accrual by Transfer Employees	This policy needs to be in-line with whatever change is made to 10.036, Vacation Leave	See discussion for 10.036, Vacation Leave.

Attachment E: General Comments

#	Prefer bi-weekly?	Please share any other thoughts or comments on bi-weekly payroll:
1	Yes	"Yes" to bi-weekly payroll being every other Friday!
2	Yes	26 pay checks are better than the 24 that we have now. Hope this passes.
3	Yes	28 day pay cycle is the biggest pay headache I have ever experienced.
4	Yes	A great change.
5	Yes	A neighboring governmental agency to the north of Travis County has been doing this for decades. It's about time we got onboard!
6	Yes	Aactually, I have no comments, but bi-weekly sounds great, but why would it be slightly less in pay? That I do not understand because it appears to be the same at 80 hours bi-weekly.
7	Yes	able to know to get paid on the same day all the time and not in the middle of the week
8	Yes	All for the bi-wwkly pay changes. I would work more overtime if I know the pay was going to be on my next paycheck. Thank you.
9	Yes	ALL I CAN SAY IS THANK YOU!
10	Yes	all of my jobs were paid bi-weekly i would welcome the change
11	Yes	All the employers that I have worked for were on bi-weekly pay cycle. Travis County is the first employer that is not bi-weekly.
12	Yes	Although I personally do not care one way or the other about when we are paid, there is another disadvantage to moving away from having a paycheck on a given date: electronic automatic bill payments are made by date, not day of the week and this will make it harder to ensure that funds will be in place to cover promised payments
13	Yes	Although there are advantages to being paid on the same day of each month, the better option would be every two weeks. This puts money into our accounts in a predictable two week cycle. Also, since everybody likes getting paid, it gives us two more "feel good" days in the year. Money in the hands of consumers sooner means more stimulating the economy as well. I'm for it.
14	Yes	Anything is better than a weekly payroll
15	Yes	Anything that gets my money to me faster is appreciated.
16	Yes	AS A NEW EMPLOYEE, I AM VERY PLEASED THAT TRAVIS COUNTY IS SO CONCERNED ABOUT THE WELFARE OF THE EMPLOYEES AND THEIR FAMILIES. I STRONGLY OPT FOR THE BI-WEEKLY PAY SCHEDULE AND HOPE THAT THE MEASURE IS PASSED BY THE COMMISSIONER'S COURT.
17	Yes	As I understand it, our annual salary and benefits wouldn't be affected, they would simply be distributed differently. I see no problem with that.
18	Yes	as long as i know how much i'll be getting and when to expect it then i'm ok with just about anything
19	Yes	being paid every other friday (or whatever standing day of the week) makes sense...it's more efficient.
20	Yes	Being paid every other Friday would be great!
21	Yes	Being paid for overtime instead of accruing it seems like a better option for me.
22	Yes	Being paid more often and with OT included on the check in the pay cycle you worked it would be outstanding.

Attachment E: General Comments

#	Prefer bi-weekly?	Please share any other thoughts or comments on bi-weekly payroll:
23	Yes	Being paid on a bi-weekly basis makes monthly budgeting so much easier. my bills are due on a fixed date, currently I have to adjust some payments based on payroll dates. I had been paid bi-weekly in my previous employment, and did not have this issue.
24	Yes	better for TCSO emp. get us on line with all other co. agencies. Get overtime pay we DESERVE.
25	Yes	bi weekly good !!
26	Yes	Bi weekly is very beneficial. had it at a previous job.
27	Yes	bi-weekly fits the household budget.
28	Yes	Bi-Weekly is a good idea
29	Yes	bi-weekly is great. the city of austin is bi-weekly. it would certainly benefit the employees.
30	Yes	Bi-weekly pay offers a more uniform pay expectation, predictability and consistency. I like it.
31	Yes	Bi-weekly pay would be a good thing. Knowing you would receive a check every other week would be helpful for household financial planning. I am wholeheartedly for it!
32	Yes	bi-weekly payroll has previously helped me tremendously--I budgeted my expenses based on two pay checks per month and twice each year ended up with an "extra" check that I used for summer expenses (vacations, school supplies) and the other I used for holiday money Please institute this!!!
33	Yes	Bi-weekly payroll will be consist with my spouse payroll.
34	Yes	Bi-weekly payroll would be great for moral and staffing. This is something the county should implement soon.
35	Yes	Bi-weekly payroll would be great!
36	Yes	Bi-weekly would balance all the time sheets so that you wouldn't have differant hours for the same pay. Any overtime would be paid in a timely fashion instead having to wait for it.
37	Yes	bout time....would love it
38	Yes	Can we please not complicate the matter by making other sweeping changes at the same time as the bi weekly payroll (if it passes) - (such as implementing NEOGov and TWA web based time sheets almost simultaneously).
39	Yes	Change is good.
40	Yes	Could a calendar of when this would start be available soon, do you have a start date if it passes? Can we know what our check amounts would be?
41	Yes	Do it.
42	Yes	don't have to wait 3 weeks to get paid. every 2 week would be better
43	Yes	Don't mess with 12 hour shift.
44	Yes	Easier to budget getting paid every other week.

Attachment E: General Comments

#	Prefer bi-weekly?	Please share any other thoughts or comments on bi-weekly payroll:
45	Yes	Even though the payroll amounts for each pay cycle will be reduced due to the 24 vs 26 pay cycles, I feel the Bi-Weekly pay cycle will benefit those employees who struggle financially with the longer pay cycles. The Bi-Weekly pay cycle would be less of a strain on some employees. Thanks go to the Commissioners who support this plan.
46	Yes	excellent move! I had 26 pay periods in the job before coming to work at the county and preferred the dependability - every two weeks - and the shorter time between paychecks. I vote yes! let's do it!!
47	Yes	Favor bi weekly pay x 26 weeks every other friday.
48	Yes	favor biweekly
49	Yes	For the Sheriff's Office the pay period needs to run from Sunday thru Saturday. Doesn't matter which day of week the check comes, as long as it's from 2 weeks of Sunday thru Saturday. Thank you.
50	Yes	For those with mortgages, if they can afford a little less in their pocket, it would allow them to make an extra house payment each year saving them a great deal of money over the length of their mortgage.
51	Yes	Fore me and my family I think it would be more beneficial to have a paycheck every 2 weeks.
52	Yes	Give Fact Sheets, or resources, to help adjust all personal matters tied to payroll, i.e., automatic mortgage payment.
53	Yes	Given tight budget times Travis County should follow the state's lead (only on this 1 issue) and issue paychecks just once a month.
54	Yes	Good for our family holiday
55	Yes	good job I hope that the plan is implemented very soon. The current system i do not understand
56	Yes	Great Idea
57	Yes	great idea
58	Yes	Great idea! I fully support it.
59	Yes	great idea...too many people are still running out of money getting paid twice a month. knowing they'll be paid the same day every other week will be a good way to help them balance their budget rather than take this pay day for instance, we get paid July 29, 2011, and our next pay date is Aug 15, 2011. That is 18 days from today!!!!
60	Yes	Having worked previously with the City of Austin, the bi-weekly is a greater benefit in that the routine structured pay days allows for ease of budgeting.
61	Yes	Helps you from going in the hole. Plan better on bi-weekly pay.
62	Yes	Highly for being paid bi-weekly.
63	Yes	how do we figure out what slightly lower would be with the addition of payperiods
64	Yes	How will this reflect accrual balances shown on individual time sheets?
65	Yes	How would the effect deferred comp contributions?
66	Yes	hurry the year is almost over.
67	Yes	Hurts at first but all will adjust and learn to like it much better

Attachment E: General Comments

#	Prefer bi-weekly?	Please share any other thoughts or comments on bi-weekly payroll:
68	Yes	I am in favor of Bi-weekly payroll
69	Yes	I am in the United States Army and I go to drill once a month. Since I have to take two days off a month It is hard for me to earn OT and help out my shift when needed. It would be nice to get OT once in a while. K. Horning #4519
70	Yes	I am OK with the current system but I think I would like to set up my budget based on bi-weekly if it is put in place
71	Yes	I appreciate the Commissioner Court considering this matter and hopefully will be approved.
72	Yes	I appreciate Travis County trying to benefit their employees in any way they can. Thanks for being open to suggestions.
73	Yes	I believe being paid bi-weekly would benefit employees with families so we can plan more effectively.
74	Yes	I believe bi-weekly would work better. In the past many Supervisors would ask if anyone wanted OT but they would flex people out before the pay period ended.
75	Yes	I believe employees are getting there two weeks pay that they normally do not receive currently.
76	Yes	I believe it's a good idea for employees to know that they are being paid every other Friday...
77	Yes	I believe that if the county changes to a bi-weekly pay period it will also benefit officers who work 12 hour schedules to remain on 12 hours and work the original 12 hour schedule and not the 12 hour Control Room Operator Schedule.
78	Yes	I cam from working for a city and i loved being paid every other week. It was easier since i live on a pretty tight budget. I am definitely a YES vote.
79	Yes	I couldn't agree more with this potential change!
80	Yes	I definitely would like to be paid bi-weekly on Friday during that pay period. When I was in another county this worked out great and the moral is better since you get paid more frequently. Also, sometimes there are longer periods of time being paid on the 15th and 31st which can make it harder to manage money.
81	Yes	I do actually like bi-weekly pay because that means that i will get money more often and i dont have to wait like 3 weeks for next paycheck.
82	Yes	I do not work overtime, because it takes to long to recieve pay. I have a spouce and 2 kids when I work overtime I need the money now I dont want to wiat a mounth and a half to recieve pay.
83	Yes	I don't even understand my pay check
84	Yes	I had pay every two weeks at last job and was nice to know paid every two weeks not having to wait for 15th and then the end of month to finally roll around.
85	Yes	I had this when I was employed by the city of Austin. I loved it.
86	Yes	I have always made it a point to rarely work overtime,with this change I will volunteer alot more.
87	Yes	I have been in systems that paid both ways. I prefer the every other week pay system. One never had to hold out longer than a week. thx
88	Yes	I have received bi-monthly pay in the past and I really liked it. It is much preferable over our current pay schedule.

Attachment E: General Comments

#	Prefer bi-weekly?	Please share any other thoughts or comments on bi-weekly payroll:
89	Yes	I have seen that some employees do without on long pay periods.
90	Yes	I have worked for departments that received bi-weekly payroll and I liked it. I understand that it will be an adjustment because of the initial reduction on the check and getting use to that, but over all I think it is good system, because those months that you get three checks, it's totally worth it. I found it most useful when you do bi-weekly payment plans for your mortgage. If your pay isn't set up that way, you have to budget yourself to receive less. Although, for child support, I am not sure how that would work out.
91	Yes	I hope this goes through
92	Yes	I just think bi-weekly is better than having to wait for the 15th and the last day of the month, whoever thought of this for the Travis County is GREAT I agree 100%
93	Yes	I just want to get paid for overtime instead of being "forced" to flex it. OT is accrued at time and a half and should be "flexed" at that.
94	Yes	I like being paid once a month like they paid when I worked for the State. I've been with the County for 15 years but I loved the once a month.
95	Yes	I like it
96	Yes	I like the fact that vacation/sick accruals would be up to date....
97	Yes	I like the fact that we will be getting paid on fridays. getting the money quicker
98	Yes	I like the ideal bi- weekly payroll.
99	Yes	I like weekly better
100	Yes	I personally feel having two extra pay day benefits me rather than having it the way it is now. Also I was paid bi-weekly at previous employment and have gotten use to being paid by-weekly.
101	Yes	I personally like this change and was used to it as this is how I was paid when I worked in a different County. The length of time with the semi-monthly payroll can be long sometimes.
102	Yes	I really like the idea of getting paid bi-weekly because of the longer and shorter pay periods that vary with semi-monthly. Believe it would be easier to plan finances that vary with the additional days in the pay period.
103	Yes	I remeber when I first started it was a month before I got my first check. Not good. I got behind on my bills. :(
104	Yes	I say do it!!
105	Yes	I strongly support bi-weekly pay and appreciate the opportunity to provide input in this regard. Hope this initiative passes!
106	Yes	I think being paid bi weekly helps in managing your finances and monthly payments in a more structured capacity.
107	Yes	I think being paid bi-weekly is a great idea! I vote for bi-weekly pay checks. Thanks.
108	Yes	I think being payed every two weeks is a much more beneficial system for employees, the consistency of being paid on the same day is a huge plus, thanks
109	Yes	I think bi-weekly is much better than semi-monthly and I believe it is easier for me to budget more efficiently on bi-weekly.
110	Yes	I think bi-weekly is super!

Attachment E: General Comments

#	Prefer bi-weekly?	Please share any other thoughts or comments on bi-weekly payroll:
111	Yes	I think bi-weekly payroll is an OUTSTANDING IDEA!! I have been with the County for 14 years, and I always thought we should have bi-weekly payrolls. Thank you HR!
112	Yes	I think going to a bi-weekly payroll, would make family budgeting a little easier. I hope this really happens, and soon!
113	Yes	I think it is a great idea!
114	Yes	I think it is a great idea, since the time between paychecks can be very uneven some months. This would provide stability and consistency.
115	Yes	I think it is wonderful that the day has come where The County is considering paying us every two weeks, it is really difficult to struggle to makes ends meet, in the last 3 years we get no raise, yes I am thankful I have a job, but it sure makes it tuff to make ends meet especially when sometimes you go two weekends before you get paid.
116	Yes	I think it should be left alone. We are basically paid every two weeks now.
117	Yes	I think it would be a great idea because we would know EXACTLY when we are getting paid every couple of weeks.
118	Yes	I think it would be a very good thing to do
119	Yes	I think it would benefit everyone
120	Yes	I think it would work for me
121	Yes	i think its a fantastic idea
122	Yes	I think it's a great idea and I hope that it gets approved.
123	Yes	i think its a great idea, please do this!!!
124	Yes	i think its better to get pay every two weeks
125	Yes	I think its wonderful being paid on the same day every time. I am for this plan.
126	Yes	i think that this is good, because when you are single with only one income it get kinda rough trying to wait on the next pay period so i appreciate this that is hopefully going to work out of us.
127	Yes	I think that this would be a great idea, It'll especially help with the months that have 5 weeks instead of 4.
128	Yes	I think that this would be a positive move and love the idea!
129	Yes	I think the bi-weekly pay cycle would be much better than the 15th and end of month.
130	Yes	I think the bi-weekly pay schedule would be great.
131	Yes	I think this idea is long over due, and a great idea. It shortens the tmie in between pay periods and helps tremenously.
132	Yes	i think this is a good idea because we need our paychecks fast and we need to pay our bills as soon as possible
133	Yes	I think this is a great idea! Please do it!!!
134	Yes	I think this is a great idea. I am all for it. How soon can we start.

Attachment E: General Comments

#	Prefer bi-weekly?	Please share any other thoughts or comments on bi-weekly payroll:
135	Yes	I think this is a long overdue change. If the CC decides to do this, we will need to make sure that employees get sufficient notice so that they can prepare their household budgeting accordingly. This isn't something that can be sprung on people at the last minute, they need time to plan. If they get time to prepare, this would be a welcome change for employees and a significant improvement.
136	Yes	I think this should be done...Helps to budget knowing ever 2 weeks.
137	Yes	I think this will work for county employees.
138	Yes	I used to be paid bi-weekly. It worked out well.
139	Yes	I was employed as a Federal Probation Officer and enjoyed the benefit of being paid every two weeks. I don't understand why the County doesn't do this.
140	Yes	I will be able to budget my salary better.
141	Yes	I would benefit from an extra paycheck 2 months out of the year
142	Yes	i would like a pay check every other week
143	Yes	I would like it very much
144	Yes	I would like it very much if we went to bi-weekly pay and receiving our pay checks quicker.
145	Yes	I would like to be paid on a bi-weekly basis.
146	Yes	I would like to know I'm getting paid every two weeks instead of figuring out what day I'm getting paid each time we get paid.
147	Yes	I would like to see how this will effect my savings drafts --how it will be split or what changes/adjustments I would need to make.
148	Yes	I WOULD LOVE GO TO THIS NEW PAY CYCLE, LIKE THE CITY OF AUSTIN
149	Yes	I would prefer bi-weekly pay and being paid every other Friday like in some of the bigger organizations. It is more convenient to know that you are getting paid on the same day each month.
150	Yes	I would prefer bi-weekly payroll ASAP. Thank you.
151	Yes	I would prefer bi-weekly since it gets the paycheck to me faster and helps with budgeting at home.
152	Yes	I would prefer that all benefits be taken out over 24 pay periods vs. 26 so that on the months where we are paid 3 times, the third check is a larger amount because no insurance premiums are being deducted.
153	Yes	I would prefer this to what we are doing now.
154	Yes	I would really appreciate this. It would really help me budget. Months with 31 days are a problem for me.
155	Yes	I would support this.
156	Yes	I would welcome move to biweekly pay periods
157	Yes	I wouldn't mind getting paid 3 times a month during those months with 31 days.
158	Yes	If it works for the majority, I'm okay with the change
159	Yes	If the intent is to get pay into the hands of employees quicker, then pay WEEKLY. This is a better way to help alleviate employees from having to wait two weeks to get needed funds into their homes, etc.
160	Yes	If this does happen, employees will have to adjust to doing their electronic timesheets more frequently. There could be some errors.

Attachment E: General Comments

#	Prefer bi-weekly?	Please share any other thoughts or comments on bi-weekly payroll:
161	Yes	If this helps the County to save money I would suggest pushing those savings toward the salaries of the employees, in particular ones who are paid very little, like janitors. They need it the most.
162	Yes	If this is being used as a mask to eliminate the twelve hour shift at TCSO than I am NOT in favor of the change.
163	Yes	If this is voted on, on the 2 times we get paid 3 times will benefits be taken out on that 3rd paycheck?
164	Yes	If this pass's, it will not be accepted until the month that has THREE pay periods. Until then, those that are not for it or even some that are for it will see only an "6 -8%" reduction in monthly pay while their monthly bills have not been reduced. GOOD LUCK!
165	Yes	If Travis County does decided to go to a bi-weekly payroll cycle. I would like to subject that we also change to a 14 day pay cycle. It would help to keep things more congruent. It would also be a benefit to the county as to cost saving of overtime. As apposed to the 7 day pay cycle that we are currently moving to.
166	Yes	If we were to have this change I would like to get payed on a thursday or a friday to my benefit. Thanks
167	Yes	If you use a base line yearly pay of 40,000.00 the difference is only 128.00 per ck. from 24 pp to 26 pp. I like every two weeks.
168	Yes	Im a 23 year employee and payday's have been on the 15th and 31st for as long as I've been here. Why thoughts of changing.
169	Yes	In the future is better for us.
170	Yes	In the past when I have done overtime I didnt see the extra money for almost 3 pay days. This would rectify this issue as well as consistency with bills paid on schedule. (shows discipline)
171	Yes	It doesn't matter taht much to me, but I agree with the idea of putting the "pay in the hands of the employee quicker." This would benefit the majority of employees
172	Yes	It is a great idea to pay Travis County employees every other week. We would appreciate the Commissioners Court approving this item!
173	Yes	It is long overdue
174	Yes	It is nice to know that every other week we would be paid on the same day and don't have to find out what I am going to do for another 3-4 days until the end of the month. PLEASE change to bi-weekly pay periods.
175	Yes	It seems to make more sense than the current system.
176	Yes	It sounds like a good idea but, the session to expalin how it affects me is also a good idea
177	Yes	It will be nice to get paid predictably every other week, rather than before sometimes getting paid on the 13th and then not again until the 31st of the same month.
178	Yes	It will benefit all the employees.
179	Yes	It will help with the cash-cash flow of my household..Thank you Travis County for always thinking about the well being of the employees!

Attachment E: General Comments

#	Prefer bi-weekly?	Please share any other thoughts or comments on bi-weekly payroll:
180	Yes	it works for me
181	Yes	It would be a better money flow
182	Yes	It would be a good thing for all employees.
183	Yes	It would be good to have an explanation to employees about the benefits of changing.
184	Yes	It would be great
185	Yes	IT would be great
186	Yes	It would be great if we get paid on a bi-weekly basis.
187	Yes	It would be great to have the exact pay day every two weeks
188	Yes	It would be much easier for me personally
189	Yes	It would be nice if our paydays were on opposite weeks of the City's. Currently getting thru the bank on a City payday friday is a nightmare.
190	Yes	it would be nice to get paid every two weeks so that we never run into a situation where there is a longer period between pay days.
191	Yes	It would be so helpful to get paid on a bi weekly basis. We would get paid on the same day every month and it would be so much easier to budget that way. For example, I have bills that are due on Saturdays-- but if I don't get paid until that Monday, it makes it late. Also, sometimes it makes our paychecks seem longer away because some pay periods have more than 2 weeks between them. Please approve bi weekly paychecks for us!!!! This is exciting!!!!
192	Yes	It would help me balance my bills better and pay them on time
193	Yes	Its a great idea. This process will tell me exactly when I get paid....Managing my finances will be less of a hassle.....Thanks
194	Yes	It's about time
195	Yes	I've had it before and I loved it!
196	Yes	I've worked bi-weekly before and at first it's a little but once you get use to it and get your bills set accordingly it's great.
197	Yes	Joe does not like it.
198	Yes	LET IT BEGIN
199	Yes	lets do it
200	Yes	let's do it!
201	Yes	Let's do it!
202	Yes	lets do it.
203	Yes	lets do it.
204	Yes	lets do it.
205	Yes	Let's do it.
206	Yes	Let's get it done asap.
207	Yes	Love the concept of bi-weekly payroll. My husband had it and we enjoyed it. Thanks for considering the bi-weekly payroll.
208	Yes	Love the idea
209	Yes	Love the idea and I am all for it!

Attachment E: General Comments

#	Prefer bi-weekly?	Please share any other thoughts or comments on bi-weekly payroll:
210	Yes	love the idea! we should do compressed schedule to so we have every other friday off! work from 7:30-5:30 with half hour lunches. Make it optional so if people don't like that schedule they can come in at regular time. thanks for listening to my suggestion =)
211	Yes	make the change! Tired of being broke
212	Yes	My husband gets paid bi-weekly. It would be great, personally, for us to get paychecks every week. If everything is automated or can be uploaded from a computer- why not? It seems easier.
213	Yes	My husband works for the City of Austin and I enjoy knowing we will have a pay check every other Friday!
214	Yes	My only concern its that with the same dates per month one can assign bills to a set pay period date. If it were every two weeks one would have to juggle the bills around to fit the pay period dates.
215	Yes	my personal opinion with this is the overtime being paid when you work it and not held for the entire 28 day pay cycle. that is a huge driving poing to this. Otherwise it could stay the same as it is now.
216	Yes	N/A
217	Yes	n/a
218	Yes	N/A
219	Yes	n/a
220	Yes	N/A
221	Yes	N/A
222	Yes	no comments
223	Yes	No more 3 weekends before the next payday, YEA
224	Yes	none
225	Yes	none
226	Yes	none
227	Yes	NONE
228	Yes	Only problem would be how much smaller would paycheck be and I have bills that come out of my checking out automatically on the 15th and last day of month.
229	Yes	Over all it seems to be a good idea. let's try it and find out.
230	Yes	overtime needs to stay the same how it is payed. what you work that week is your overtime and not have a call out the next week and they take from it. overtime should still be week to week.
231	Yes	pay raise for everyone
232	Yes	Personally, I like the idea of being paid bi-weekly because I would not feel like I am "missing" money on the months where there are 3 pays in it.
233	Yes	Personally, it doesn't make must difference to me. I can adjust to whatever the schedule is.
234	Yes	Please approve this it would help alot of people out.
235	Yes	Please do it! paydayes are just too far apart sometimes.
236	Yes	Regarding Question #3, more than one is the "Most" important to people.

Attachment E: General Comments

#	Prefer bi-weekly?	Please share any other thoughts or comments on bi-weekly payroll:
237	Yes	Sadly, a good majority of Travis County employees are not paid market value and do not/will not get raises, causing them to living pay check to paycheck. Bi-weekly payroll will assist these folks by getting early and more timely paychecks.
238	Yes	Seem it would be better for all employee
239	Yes	Seems like it would be an easy transition.
240	Yes	Should have been offered a long time ago.
241	Yes	SINCE I DON'T QUALIFY FOR OVER TIME HOW DOES IT EFFECT ME? WILL I STILL GET MY BASE IF WE CHANGE TO BI WEEKLY?
242	Yes	so you would not have to go 3 week ends
243	Yes	Sometimes the stretch between pay periods is so hard. Glad you are considering it.
244	Yes	sounds good
245	Yes	Sounds good.
246	Yes	SOUNDS GOOD. DO IT
247	Yes	Sounds great.
248	Yes	sounds like a good idea.
249	Yes	Stay with semi-monthly if we do not switch to bi-weekly.
250	Yes	Suggest starting in June or November to transition. With many auto deducts for expenses (TV, Cell Phone, etc.) there will be confusion on the timing adjustments that employees may have to make.
251	Yes	thank you
252	Yes	Thank you
253	Yes	thank you for considering every other payday on Friday!
254	Yes	Thank you to the party(s) that finally brought this forward!!!!
255	Yes	thank you very much
256	Yes	Thanks for considering this option.
257	Yes	Thanks for the survey.
258	Yes	The Bi-Weekly pay is a great thing, but our OT as worked is more important.
259	Yes	The only concern I have is that my check would be less on a bi-weekly payroll but I still think its a good idea
260	Yes	The option is appreciated!
261	Yes	The was I heard this explained in Commissioners Court on Tuesday, 7/26, it sounded as though this benefits everybody and that it is a good time to do it as far as changes to payroll and computer programs/changes.
262	Yes	There is alot of confusion about when our overtime, raises and any adjustments to our paychecks are supposed to go in effect. Simplifying that by getting paid for overtime the pay cycle we work it and getting our paychecks at the end of the pay cycle will avoid that confusion.
263	Yes	There would also be a need to budget for a 27th pay period every 11 years. This could be ameliorated by accruing 1/11th of that amount over the 11 years in fund balance, so that it is available in the 11th year. Call me at 4-4741 if you have a question. This information is based on my personal experience at the City of Austin and my solution to this matter. WD

Attachment E: General Comments

#	Prefer bi-weekly?	Please share any other thoughts or comments on bi-weekly payroll:
264	Yes	This definitely helps budgeting and knowing when money will be available.
265	Yes	This is a common payroll method in many large organizations that would be of benefit to many employees.
266	Yes	This is great!!!
267	Yes	This is how I got paid at my previous job and I really liked it because I always got paid every other Friday and I counted on that regardless of the amount.
268	Yes	This survey seems geared to approving a bi-weekly payroll and is not a neutral assessment of what people really want or don't want. For example, the most important thing to you is only about bi-weekly pay roll and there is not comparable question about twice monthly
269	Yes	This would be a nice change if the vote passes!
270	Yes	This would help eliminate confusion many eligible employees have regarding overtime.
271	Yes	this would make very little change to the current status of my pay, except for purpose of overtime. that is the only benefit i see to making the change. i have no objection to making this change.
272	Yes	Very Smart Option- Hopefully they will listen Good job on the questions
273	Yes	Waiting for the 15th and the last working day is hard, when bills are continuously coming and needing to be paid. Thanks for having this survey its much appreciated.
274	Yes	we need a pay raise
275	Yes	what ever works for everyone in the County and if it helps save money.
276	Yes	Whatever is best in this changing economy.
277	Yes	When I first came here the job before paid every two weeks. I came here and thought I was going to die before I got paid. I got use to it but I prefer every two weeks. Thank you.
278	Yes	When I worked for Harris County, we had bi-weekly payroll. Our benefits were deducted in 24 pay periods. The extra two pay periods a year were considered "free" as only taxes were deducted. Also, longevity was distributed evenly throughout the 26 pay periods.
279	Yes	While I appreciate the questions asked in the survey, I think the creators of this survey have done a disservice to County employees by not advising which day of the week (Mon, Tues, Wed, Thurs or Fri) that employees could expect to be paid ***IF*** the County does elect to go to bi-weekly payroll. My preference would be every other Thursday!
280	Yes	With everyone going thru a financial squeeze..., Travis county employees and their families could save more and pay their expenses earlier than trying to beat a deadline towards the end of the month. Change is good. it can work. lets make it happen. Thank you for asking. :)
281	Yes	With regular, 2 week pay periods, personal budgeting will be much easier.
282	Yes	Wonderful idea!
283	Yes	would be a great change b/c of getting paid 3x a month!!
284	Yes	Would like bi-weekly as long as it doesn't hurt other employees

Attachment E: General Comments

#	Prefer bi-weekly?	Please share any other thoughts or comments on bi-weekly payroll:
285	Yes	would love it
286	Yes	Would simplify a lot - definitely in favor of.
287	Yes	YEAH!!! I am excited for the change.
288	Yes	yes because it takes to long the way the County pays you
289	Yes	Yes yes and yes, enact this immediately. Having established regular pay intervals would be incredibly helpful to my household.
290	No	1.the current system allows long term planning. 2. the new system would force people who already live paycheck to paycheck (and there is alot) to have to plan better (and they will not) to pay for large item (house, rent, cars etc) forcing them into bad situtation that can be avoided it the county stay with the current pay cycle. thank you for allowing me to voice my thoughts
291	No	A bad idea that seems to come up every few years...can we just drop it once and for all?
292	No	After 20 years with the County I know this issue raises it's head every few years. This survey does not explain that while we may receive an "extra" check for a couple of the longer months, there is barely a mention that most of our checks will be LOWER because of it. My answer is NO.
293	No	Again, any change costs money and there has been no explanation of how this process will save the County, and thus the County employees, any money
294	No	Again, why change something that is not broken!!!!
295	No	Against bi weekly payroll
296	No	all my monthly bills are set up for the 1st and the 15th and would my pay checks to be the same. Bi weekly pay would really complicate my finances.
297	No	Although none of these changes will affect me financially, I still feel this way.
298	No	As I said earlier, this will create 2 additional payrolls for HR to process each year. Seems like creating more work for yourself unnecessarily.
299	No	At some point, eliminating paper paychecks will be necessary to reduce costs of distribution of pay. Give substantial advance notice to employees currently receiving a paper check. Paper checks ought not to be distributed at all; temps and others who do not have the direct deposit option ought to pick up the paper check at a central secure location.
300	No	Bad business. Would ruin current home budgeting and endager personal financial stability.
301	No	Bad idea.
302	No	Based on question no. 4, it is apparent that we are going to bi-weekly pay.
303	No	Bi weekly is nice because if you budget right, you can have two "extra/free" checks a year. But for most, we live to our limits. I am locked into the 1st and 15th with my budget's due dates and would not like to make the adjustment.
304	No	bi-weekly pay periods, do not benifit me in any way
305	No	can just leave things as they are!!!

Attachment E: General Comments

#	Prefer bi-weekly?	Please share any other thoughts or comments on bi-weekly payroll:
306	No	Considering the extra training to plan and budget, how much will this cost and will this training save us any money towards our county budget. I prefer to be frugal with our budget so that we may meet any future contingencies. Lets be thrifty.
307	No	County employees are used to years of the pay periods we have now. I see no need to change it.
308	No	Departments allowing for overtime should use better management tools and provide better training on overtime payouts, etc... Overtime should be NOT be the norm in any department in the County.
309	No	Disappointment
310	No	Do not alter the current paycheck schedule.
311	No	Do not change payment arrangements whithout the consent of the majority of employees in favor of this change. Or it can be taken to commisioners court.
312	No	Do not do it!
313	No	Do not even consider making this change if it will cost tax payers any amount of money to implement the change.
314	No	do not like it
315	No	DO NOT WANT IT !!!!!!!!!!!!!!!!!!!!!
316	No	Don't change something that has worked so well for so many years.
317	No	don't do it!
318	No	Don't do it!!! I like it the way it is... Thank you ...
319	No	Don't fix it if it is not broken
320	No	Don't fix what's not broke(en).
321	No	Don't give in to people who won't manage their money carefully, only to add work to all the people involved in paying them.
322	No	don't like it.
323	No	don't mess with my paydays
324	No	dont see a need for change
325	No	Don't try and fix what isn't broken.
326	No	dont want it
327	No	Don't want it
328	No	DON'T WANT IT, KEEP IT AS IS.
329	No	Dumb idea.
330	No	Employees haven't had a raise in years, even though the court can spend 17 million on an empty parking lot.
331	No	Everywhere that has been implemented has shown an increase in stress and distraction by employees because they are now dealing with more billing issues than concentrating on the job. The so called savings the county believes they will have will not occur and in fact the county will lose money via losst man hours.
332	No	for 15yrs I have been like this and never had a problem. Just leave well enough alone.
333	No	For exempt employees bi-monthly makes budgeting simpler.

Attachment E: General Comments

#	Prefer bi-weekly?	Please share any other thoughts or comments on bi-weekly payroll:
334	No	For those who answered NO question about "important to you" has no good options. Same day(s) every month would be the most important to me with same amount per month. We pay bills per month not by the week!
335	No	For those who receive paper checks, it's more waste. Contributing more paper for time sheets, checks, etc....
336	No	From my perspective our current system isn't broke-please don't try to "fix" it.
337	No	Given the current economic conditions, I think it will be difficult for exempt employees to receive a 5% decrease in pay.
338	No	Go ahead and make the change, since this survey is worded in such a way that shows you are going to.
339	No	Have been paid bi weekly at tother jobs and found it more dificult to pay montly bills.
340	No	Having lived on bi-weekly before, I know it makes it harder for those on a strict budget to plan their budget. Bills are due at the same time every month but your money rotates when you get it. Also, except for the two months that recieve three paychecks, you have les money to go towards bills. This problem doesn't exist with twice a month. you get the same every month.
341	No	I am a strong believer of the saying; If it is not broke why try to fix it. It has been working fine!
342	No	I am concerned about the confusion it would cause regarding accruals of vacation and sick pay.
343	No	i am non-exempt but my dept gives comp time rather then pay....
344	No	I am not in favor of a payroll change. I don't have any problems or complaints about receiving my paycheck now. The money is going to be spent either way, quicker I would think if it's received, so why not just leave things as they are. If it ain't broke, don't be trying to fix it!
345	No	I am not in favor of this.
346	No	I believe it's easier to budget when you know your pay dates & amount of each pay check. For example, I know my largest bill which is mortgage/ rent is due on the 1st, so that check is used to pay that & other bills are paid with 15th paycheck. Know what money I'm going to have & when. Totally dislike bi-weekly.
347	No	I believe that a majority of employee's bills are base on a semi monthly schedule.
348	No	I can only say that from my experience, it's a pain.
349	No	I can't quite conceive of how the change will benefit anyone.
350	No	I cna see that the hourly employees would benefit from this. Would that change all of us to hourly employees?
351	No	I depend on a certain amount already and am already on a tight budget,
352	No	I do not believe that getting paid bi-weekly would be beneficial for those who live check to check. We rely on a set amount at a set time in order to maintain everyday bills. Please take us into consideration.
353	No	I do not believe the current system is broken, so I do not believe it needs to be fixed (changed)!

Attachment E: General Comments

#	Prefer bi-weekly?	Please share any other thoughts or comments on bi-weekly payroll:
354	No	I do not believe this to be an effective change. There are those that work for the county that rely on the checks being at the beg and end of the month... please keep this in consideration when making changes.
355	No	I do not like the idea.
356	No	I do not like this idea. i'd rather the 15th and the end of the month. its easiest for my bills & budgeting
357	No	I do not see that the County payroll system is broke so why fix it!
358	No	I do not want it.
359	No	I do not want to be paid bi-weekly.
360	No	I do not want to be paid bi-weekly. I was a paid that way at my last job and did not like it at all.
361	No	I DO NOT WANT TO SEE PAYROLL CHANGED TO BI-WEEKLY!!!!
362	No	I don't find the bi-weekly payroll option to be a benefit to those who carefully budget their monthly finances. If monthly budgeting is not being specifically tracked, it may seem to be a benefit to appear to be paid 'sooner' rather than 'later'.
363	No	I don't like it and don't try to cut my full pay from me. I work hard too
364	No	I don't see the point of it.
365	No	I feel strongly this is the wrong message to send to County employees. It encourages people to live week to week, and not budget properly. It lessens the amount of the paycheck, and the larger that number is, the happier people will feel.
366	No	I have a set budget and changing to bi-weekly would cause problems.
367	No	I have already adjusted to our current pay cycle. No thanks
368	No	i have already encountered bi-weekly payroll, it really is not any more beneficial to an employee than the current paycycles. In fact because the pay is less each pay day regardless of the 2 times a year there are 3 payweeks in a month, it can cause bad financial situations for the employees who need the higher pay in their checks. I personally believe the way things are now is a good system. getting paid earlier does not make up for loss of money from a check, regardless if that is made up for 2 times a year.
369	No	I have none.

Attachment E: General Comments

#	Prefer bi-weekly?	Please share any other thoughts or comments on bi-weekly payroll:
370	No	I just don't see the need to "fix" something that isn't broken. I've been here since 1990 (age 21-42) and this system has always worked well. I manage younger folks who often have trouble managing their money and I think that for those already struggling to figure out how to pay their bills with 2 paychecks a month - they'll be even more lost with one every two weeks because they'll have to "hold over" funds from one check to pay their rent with the other ... I'm also not thrilled about having to review and sign timesheets more often than we already do - I assume the pay period would end on a weekend, which would mean every other weekend I'd (and my supervisors) would have to log in from home and sign timesheets - my staff work 24hrs and often our folks timesheets don't get signed until after their last shift, that sometimes ends at 6am the morning timesheets are due. It's nice when timesheets are due during the workweek.
371	No	i know a lot of people here live paycheck to paycheck and I know that this would put them in hardship for 10 months out of the year.
372	No	I know that I will not be overdrawn on my mortgage as they take it out the 3rd of every month.....getting paid every 2 weeks will mess up my payment schedule and open me up for overdrafts!!!!
373	No	I know the county is trying to save money but I feel this is an attempt to cheat employees out of their benefits/money/retirement. Except for the months where there are 3 pay checks, I will end up behind in my leave totals. In the new system, I'll earn 36.9hrs every 4 months rather than 40 hours. I guess this is the intended "savings" for the county—employees who retire or resign at the "wrong time" will have lower accruals and the county will save money.
374	No	I know this change places the money in the county fund for a longer time. If this would prevent a lay off for employees than I would consider this a plus.
375	No	I like bi-weekly, but already budgeted for twice a month.
376	No	I like getting paid twice a month instead of bi-weekly mostly because i'm used to it. If it were to change, it wouldn't bother me much.
377	No	I like it the way it is.
378	No	I much prefer the Travis system of 2 paychecks a month over a paycheck every 2 weeks. I personally would love one paycheck a month but I doubt others would. Keep the current system as is!
379	No	I need to earn the same amount I make now. Less money per month will put in the the hole. I won't be able to pay my house or car. I can't afford to make less money a month. It won't work for me at all.
380	No	I prefer the current pay schedule.
381	No	I prefer to get paid on the 15th and 30th of the month.
382	No	I really do not want the system changed. We're paid the same either way - so why is this being brought up? I say: Don't fix what's not broken.
383	No	I really don't understand the benefits to changing to bi-weekly, but to be fair, I don't know why it's being considered. I would be interested to hear the reasons for considering this move - I might be more apt to support a change if I had more information. Thanks for providing the survey, though.

Attachment E: General Comments

#	Prefer bi-weekly?	Please share any other thoughts or comments on bi-weekly payroll:
384	No	I rely on my checks on the 1st and the 15th of every month, and I have bills scheduled in accordance with those dates.
385	No	I sincerely hope that we remain on the bi-monthly pay cycle. I have never heard of getting paid bi-weekly making it easier for people to responsibly manage their money.
386	No	I strongly do not like this ideal
387	No	I think it would be better to get paid every Friday (weekly). Times are so much harder now and most families are making it pay check to pay check. So getting paid every Friday will help out Travis County employees as well as their families. Employees will be much happier (they will have money when needed, food for lunch and their families, and they won't be so worried as to how are they gonna make it the following week). This too will make a difference in employees attendance, appearance (seeing that we have to keep up with our professional appearance and that cost to go out shopping), also their attitude at work (dealing with customers). You will have a happier and more productive work place. Everything is going up except the pay so this would REALLY HELP US OUT. Thank you.
388	No	i think its a really bad idea and would prefer not having bi-weekly payroll
389	No	I think that a survey ought to be presented impartially. Obviously whoever wrote this one has slanted all of the question to increase the votes in favor of bi-weekly payroll. So the results will be biased. Not an appropriate way to run a railroad!
390	No	I think this idea could be very harmful to employees who live on a very tight budget and know exactly what goes out each month with the pay they recieve now.
391	No	I think this is a huge wast of time. What happened to our market survey. So HR is doing this instead of something they promised to do and have still not done. Wow, great job.
392	No	I think we had the weekly pay schedule in the past and then changed to the twice monthly to benefit payroll
393	No	I vote a solid NO on changing the current system.
394	No	I want to know how this would impact my personal finances that automatically come out of my check or are drawn from my checking account on a particular day. These have been set up, are established, and have been recurring payments for years.
395	No	I worry it would interrupt the flow of how my bills are paid - making it very tight one week.
396	No	I would accept bi-weekly paychecks if the amount stayed at my current check :)
397	No	I would either prefer bi-monthly or even moreso, monthly.
398	No	I would prefer to continue being paid on the fifteenth and the first to accomodate my mortgage and other payments.
399	No	If employees have trouble budgeting with 24 paychecks per year, than making it 26 won't help. SAVE taxpayer money !!!! --- Pay LESS often, NOT more !!!!
400	No	If it ain't broke don't fix it.

Attachment E: General Comments

#	Prefer bi-weekly?	Please share any other thoughts or comments on bi-weekly payroll:
401	No	If it aint broke dont mess with it!!!!!!
402	No	IF IT AIN'T BROKE, DON'T FIX IT!!!!!!!!!!
403	No	If it ain't broke, don't fix it.
404	No	If it ain't broke, don't try to fix it!
405	No	If its not broken dont fix it please...I dont really see the benefit
406	No	If the County is thinking of doing this, it is only to benefit them somehow, NOT to benefit it's employees. Changing to bi-weekly would obviously be somehow making more money for the County.....That's what change has always been about with Travis Co...."The bottom line." It has NEVER been to help it's employees, or better their "bottom line."
407	No	If this is what has already been decided, why the questionnaire
408	No	If this were to happen I would be worried about my bills and if I would have enough to pay all with a slightly less amount. Kind of scary. Would a trial bacis be on the table to see if this would work for me?
409	No	If we are reeally in a budget crunch, why are we wasting time and money to go to a system that will cost more of the tax payers money when the system we have is not "broken".
410	No	If you switch to bi-weekly, you have GOT to offer many budgeting workshops so that people will know how to do more with less. Partner with Foundation Communities for good money training courses. Some of our employees get paid a pittance. They need help most of all.
411	No	I'm about redy to retire. I willbe making enough change to adjust to a once a month pay day then but to adjust the budget 2 times within the next few months is a bit much. i also feel that depending on when it takes affect, getting 5.06 hours of vacation time per pay period instead of 5.5 could either short change me on my leave time before ia leave. for example: If I retire in 4 months and i earn 5.07 hours per pay day i get 40.6 hour of accrued vacation. however if it remains as it is now i would get 44 hours vacation to eithr use or get paid for when i leave.
412	No	I'm not even sure why this is a consideration or a significant enough benefit such that it is being given this consideration.
413	No	I'm not necessarily against it, but I worked around this bi monthly for a while now and based alot of my bill around the days I get paid. Changing the to bi weekly will probably still work, but would hope it doesn't throw me too off track of paying my bills on time.
414	No	I'm not sure why it hasn't been mentioned that their pay check will be less then what they are receiving now with 2 pay checks a month.
415	No	I'm perfectly comfortable with the being paid and doing payroll twice a month. Bi-weekly payroll makes it more difficult with being out or sick and having to make sure someone is able to get payroll done.
416	No	I'm worse at budgeting my money when paid on a bi-weekly basis. I like having the same amt each paycheck because I at the beginning of the month I have more bills to pay and I don't want that paycheck to be less and not have enough money to last until the next paycheck

Attachment E: General Comments

#	Prefer bi-weekly?	Please share any other thoughts or comments on bi-weekly payroll:
435	No	It's a bad ideal. Everybody's bill come at the same time. You would have employee's spending money they should be saving for bills, rent, house payments that come up at the end of the month. With a bi-weekly payroll, you will not always get that paycheck at the end of the month that everybody pays rent, morgage, and bills. I'm a fraid this will cause some employees to lose their house or their places to stay.
436	No	Its a stupid idea, but I'm sure you're going to do it to reduce the cash drain at any given time to the county
437	No	its all the same pay
438	No	it's easier to remember the 15th and 30th as payday as to remembering what friday, last friday, this friday, or next friday.
439	No	It's not broke so don't change it
440	No	It's not broke so why do we need to fix it?
441	No	It's not broken so do don't break it.
442	No	its not much different than what we have now, its just going to make things more confusing on paying bills,,,if i have things autodrafted to come out the 15th and the money dosent get there till the 16th...oopsss overdrawn or late...i like it the way it is.
443	No	I've been with the county for nineteen (19) years and what we have now works for me. Being paid bi-weekly may disrupt my rent payments. Unless a pay RAISE is in the works, I would like to retain our current pay structure.
444	No	I've shared them....
445	No	Just concerned with the less experienced individuals may have an increased problem keeping their budgets balanced and sound.
446	No	just confused
447	No	just leave every thing the same.Why fix some thing that isn't broken
448	No	Just leave it alone.
449	No	just leave it the way it is. somethings are better left alone.
450	No	keep it like it is
451	No	Keep it like it is.
452	No	Keep the way it is.
453	No	Leave it alone please.
454	No	Leave it alone!! DO NOT CHANGE IT!!
455	No	Leave it alone, nothing wrong with it now.
456	No	leave it alone. It works well without someone trying to find a "better" way.
457	No	leave it alone. concentrate on other more pressing issues.
458	No	LEAVE IT ALONE..ALREADY CUT PAY IN TAXES, AND BENEFITS..SOME DEPEND ON THE CONSISTANCE OF SEMI MONTHLY PAYMENT!!!!!!!
459	No	leave it as is or is this an already done deal?
460	No	leave it the way it is...
461	No	Leave well enough alone please. This change is only going to affect me negatively. I have been paid this way for years now and am used to it and so is my family. I don't need this shake up right now.

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Attachment E: General Comments

#	Prefer bi-weekly?	Please share any other thoughts or comments on bi-weekly payroll:
462	No	Monthly payroll would be better than bi-weekly.
463	No	Most people in today's society have so much to juggle already in today's society, and adding one more thing to have to deal with is especially un-wanted. When I say that, I mean that it would be great if our bills were all set up to come at the same time each and every month, and no unexpected finance pops up on us our whole lives, but as it is such, that is not the case. If your pay day is the same, such as what we have now, then we can juggle our issues of finances around those two days, and we won't have to sit and speculate what days of the week our bills will be paid. We already know, and we can work everything in accordingly.
464	No	most pepleo are already pay there bill acording to the way they are payed, and or have a buget, so i say no.
465	No	My check on the 15th covers my house pmt & food, gas, & bills for 2 weeks. Smaller checks would not cover these items. Prefer to keep the same system.
466	No	My husb. prev. employer went to bi-wkly and it was always confusing when pay day was.
467	No	my old da office paid biweekly, and it was ok. it was just tougher to remember to do timesheets mid week, and you had to do 2 more per year. one check per month would be my preference. only 12 timesheets, that would be great.
468	No	n
469	No	N/A
470	No	n/a
471	No	NEED TO STAY THE SAME
472	No	No
473	No	no comment
474	No	No need to want to change to a more complicated process.
475	No	No problems with semi-monthly payroll. I like the fact that the endo fo the pay cycle coincides with the end of the month and naturally has a month end date date that goes to year end. Simpler wage increase start dates, benefit eligibility dates, leave accruals, etc. Overtime pay is not an issue with my department.
476	No	no thought
477	No	No to bi-weekly payroll.
478	No	none
479	No	None
480	No	None
481	No	none
482	No	none
483	No	none
484	No	none
485	No	NONE
486	No	None
487	No	Pay me once a month. I can budget my own money. Leave it alone. Who does this really benefit?

Attachment E: General Comments

#	Prefer bi-weekly?	Please share any other thoughts or comments on bi-weekly payroll:
488	No	people already have issues with money and getting their bills paid on time don't add to the problem.
489	No	People need to plan their finances accordingly. Please do not go to bi-weekly pay. I like it as it is now.
490	No	Perfectly fine with it.
491	No	Personally I like how the pay schedule is currently and the change of b-weekly payroll would only create more of an issue for me in regards to changing the scheduling of bills that I have automatically taken out of my bank account
492	No	personally, i think it would cause more problems than it would solve on an individual level
493	No	please do not change our pay periods the same pay amount each time works great 15 and last day month
494	No	please do not change the pay cycle...thank you
495	No	Please do not do this.
496	No	Please don't change.
497	No	Please don't do this. You will get a lot of people in financial trouble who won't understand the ramifications of this until about March.
498	No	Please keep the pay schedule as is. I think it is simpler.
499	No	Please leave paydays as they are.
500	No	Please leave the pay cycle the way it is..
501	No	Please no
502	No	Please NOOOOOOOOOOOO
503	No	please please please don't change it.
504	No	Plese don't change the pay structure.
505	No	Preparing payroll is a hassle, this would create the burden 2 more times a year
506	No	Q
507	No	Question 4 had no relevant answers for me.
508	No	QUESTION FOUR IS RIGGED. You can answer that you prefer to be paid on the same day of the week, but you cannot indicate that you prefer to be paid on the same DATE every month. Bills come on the same DATE every month; it is important that paydays dovetail with those dates.
509	No	REG. MONTHLY PAYMENTS ARE EASIER TO SET UP WITH COMPANY'S. SPECIFIC DATE IS UASUALLY REQUESTED FOR BILL PAYMENT. WHEN PAYED BI-WEEKLY A SPECIFIC DATE IS NOT AS CONVENT TO ARRANGE. AFTER BEING PAID BI-MONTHLY FOR SO MANY YEARS,EVERYTHING IS SET IN PLACE AND NOT A BIG INTERRUPTION OF LIFESTYLE.
510	No	see #2
511	No	Seems like there are other priorities in the County that need attention rather than changing the pay dates for employees.
512	No	Seems to me 26 pay days as opposed to 24 pay days (per year) just means more paperwork (and thus more cost) for EVERYONE.

Attachment E: General Comments

#	Prefer bi-weekly?	Please share any other thoughts or comments on bi-weekly payroll:
513	No	Since I am a higher wage earner, this would have more of an effect on me...my pay would be \$548 dollars less a month to make up for the 2 extra paychecks.....I can't handle that right now as I am a single income household. I would need several months notice to be able to plan for the change if it goes in to effect. Your use of our paychecks would be "slightly" less due to 2 more paychecks is misleading to those who do not do the math....
514	No	Some employees may think they are getting more money this way. They are not.
515	No	Some of your Civilian staff in clerical positions could not afford to make less a week even if the long run is it is the same. The long run does not fill the gas tank to get to work, the short run does.
516	No	Some of your questions are too vague. For eg, beneficial to majority of ee's. In what way is it beneficial to the majority, and in what way is it not desirable for others. Need more info to answer questions such as that.
517	No	Speaking with other employees, not beneficial
518	No	Strongly against this proposed idea.
519	No	Switching to bi-weekly is not a good idea because there's no significant change that is truly beneficial. It makes no sense to drop our pay each payday so that we get paid 3 times, 2 months out of the year. Changing payroll to a weekly schedule is a more significant change that just might be more beneficial to all.
520	No	thank for your concerns
521	No	Thanks
522	No	The change would be detrimental to me. With the lesser pay amount and the same amount of deductions from each check, it would impair my ability to meet current financial commitments. Even if the majority of employees are in favor of the change, I won't be able to be happy about it.
523	No	THE CURRENT SYSTEM IS EASIER TO UNDERSTAND WITH RESPECT LEAVE ACCRUAL AND PAYROLL DEDUCTIONS.
524	No	The decision needs to factor in the County being a good steward of public monies. While it is important to consider convenience for County employees, a high priority should be not wasting money. With the complexity of our business processes adding 2 payrolls annual would sound to me like an increased expense which I as a Travis County tax payer cannot support if the only benefit is convenience for Travis County employees.
525	No	The effect of bi-weekly on payroll deducted loans. Will my lender be willing to modify the loan payment to 26 payments versus 24 per year?
526	No	The idea is good, but the current system is not broken. If it ain't broke don't fix it.
527	No	The pay amounts would be less and rent is extremely high in Austin and it would take all of two paychecks to pay rent.

Attachment E: General Comments

#	Prefer bi-weekly?	Please share any other thoughts or comments on bi-weekly payroll:
528	No	The questions to this survey appear to have already made the decision that Bi-weekly pay is preparing to be in place, (especially with the new SAP software being introduced to the County) and is only looking for support of the decision already made. Overall has anyone calculated the value that this change places on making the changes. Sounds like more work each payperiod not less if you increase payments from 24 to 26.
529	No	The system has worked great all these years. If it isn't broke don't fix it. I have been here almost 15 years now and prefer what we currently are using. It works.
530	No	The way I see it we basically get paid every two weeks anyway so this wouldn't really effect most people that much.
531	No	There are far too many employees who's livelihood depends on consistent bi-monthly paychecks to balance their budget. I believe those of us that are paid more than others forget how hard it can be in these hard times to balance a budget. Everyone needs to be taken into consideration.
532	No	There is no reason for the change
533	No	There is nothing to be gained by this move.
534	No	Think it works better for the employee to stay the way it is.
535	No	Think of the cost for the change proposed, money, time, man-hours expended. For what, change for the sake of change is both no value added and a waste of taxpayer's money.
536	No	This doesn't seem realistic as far as the cost drop. Let us know how much our pay will decrease before it's implemented. 15%, 30%? I don't see the benefit.
537	No	This has more to say about the survey: How many different ways must one say no for it to be understood. The questions are somewhat leading and try to frame our answers.
538	No	This is a huge mistake. You are trying to fix something that is not broke. Saying that there are bonus checks is a horrible lie -- you get smaller checks every time there is a deposit. And the differential is considerable, not modest. Several hundred dollars LESS each time you are paid can be a big deal for those employees living paycheck to paycheck. 1st and 15th is a solid plan that people can plan around. Floating paychecks dates is ridiculous and gives no certainty to the folks who actually complete payroll -- you blow up their work schedules. They have fewer days to complete their jobs. If the Auditor's office says no, end of discussion. Everyone has a job to do, do NOT ignore what this means to the folks who actually put payroll together around the county.
539	No	This only benefits hourly employees that receive overtime pay instead of comp time. Should be a small number of folks relative to all TC employees, especially since TCSO officers are now supposed to be on 7-day pay cycle. Don't think change is needed.
540	No	This sucks!

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Attachment E: General Comments

#	Prefer bi-weekly?	Please share any other thoughts or comments on bi-weekly payroll:
541	No	This survey is (unintentionally, I hope) written in a way that seems to push for a predetermined response in favor of bi-weekly pay periods. The introduction is thoroughly biased in favor of the proposed change. No drawbacks of the bi-weekly system are listed; no benefits of the semi-monthly pay system are listed. Only the third point ("Pay amounts will be slightly less") even hints at a possible downside to the proposed change, and that is offset by the biased phrase "slightly less." Question #1, which ought to be the simplest to answer, is tainted by the initial phrase, "Based on the above features....," as if those positive factors are the only ones to be considered. Question #3 subtly implies that you don't care about your coworkers if you answer "No." The allowed responses to Question # 4 appear to favor bi-weekly pay regardless of which option you choose. You're forced to pick a "most important" factor that may be of no importance to you. None of the benefits of remaining on a semi-monthly basis are available as "most important" choices. This survey unfortunately leaves you with the impression that the results of this survey will simply be used to confirm a decision that has already been made.
542	No	This survey is clearly slanted.
543	No	This survey is not legitimate; it reads like a political push poll with all the responses and explanations skewed to a particular answer. On question #4, I was forced to select from responses that not only did not reflect my thinking but also required that I select an answer that was totally opposed to my way of thinking (you can see what is most important to me with my comments in question #2. Because of the lack of objectivity in putting this survey together, I suggest it be scrapped and a survey released that explains the pros and cons of semi-monthly vs. bi-weekly. To expect a clear reading of staff with skewed questions is fantasy.
544	No	This was a biased survey. It is as if the drafter wants the change to the new pay system.
545	No	this will cause problems with anyone who uses auto payments as it comes in on specific dates, not when there is money in the account
546	No	This will have a significant impact on my ability to pay my bills 10 months out of the year, unless you start the program in the month we would receive 3 paychecks. Going to 26 payperiod means for 10 months of the year, I will receive \$400 less a month. My husband also works for the County so that will result in my household receiving \$1200 less a month. This is huge for me. Again the program would have to start in a month when we would receive 3 paychecks for this to work right. Otherwise if you start this in any other month, this will be poorly executed.
547	No	This would be devastating to me and my HH!!!!!! I am a tax payer and do not agree with this. Please do not get further behind on my bills!!!
548	No	This would cause a huge inconvenience of changing pay cycles on all of my bills.
549	No	This would cause me to make changes with the various banks that handle my personal accounts.
550	No	This would make my monthly payments for my bills alot harder to deal with. I have everything set by the the way the system is already set up. Do not fix if it isn't broke!!!!

Attachment E: General Comments

#	Prefer bi-weekly?	Please share any other thoughts or comments on bi-weekly payroll:
551	No	Thousand of employees would have to change how they pay their bills. This is very disruptive. A smaller paycheck every two weeks results in receiving 2 paychecks a month for 10 months , and 3 paychecks for only 2 of the months. So I will have less money to pay my bills for those 10 months, and less money left over for emergencies or to save. yes, I would have a "windfall" two of those months which would have to be saved to cover the difference for the other months. I would rather be a paycheck behind as we are now.
552	No	to get paid less pr pay ck makes no sense to me
553	No	Too many people already have a hard and fast budget for the current payroll. If you reduce our paychecks to change the payroll, that will affect a lot more people negatively than just waiting a few more days to get a pay check.
554	No	understand more how this would be more effective for myself
555	No	Upon speaking with several employees this would only cause further stress in an already difficult time due to the fact that we have had to adjust our days off to accomadate the new 12 hour schedule.
556	No	Very poor survey. Looks like a sales job for a determined position. Question 4 a non-sequitur. Suggest you re-group, start over, get some advice as to how to explain this, and then ask fair questions.
557	No	Veto!
558	No	We have lots of change, I do not see the positive to this initiative-does it save money for Travis County?
559	No	what is the benefit for me to change my pay periods.
560	No	When you do a COLA it would be nice to make adjustments to redline employees
561	No	Who does this benefi. Seems like not the employeet. I have worked under both situations and see no way it helps me in any way. I also feel like the survey i
562	No	WHY ARE Y'ALL CONTEMPLATING FIXING WHAT ISN'T BROKEN?
563	No	Why can't overtime be included in current check now? That's a red herring as far as overtime payment in current paycheck if 26 payment plan is adopted. And why create two more pay periods where payroll folks have to perform additional time consuming accounting and administrative functions? The county would be better served with them doing other tasks. Bi-weekly really leaves people with less disposable income throughout the months. Those two extra checks are folly and don't really offset the hassle of having less money throughout the rest of the year. The smarter thing to do would be to have one paycheck a month to reduce the related accounting efforts devoted to payroll. Then we could justify having classes to help people learn how to budget. Please don't do the 26 paycheck option. Been there and done that in a previous job. It ain't worth it.
564	No	why change a good thing and make more trips to the bank.
565	No	Why change it? Who will it benefit and how? What are the pros and cons of each method of payment?
566	No	Why change what's been working fine for years.
567	No	why is this being considered ?

Attachment E: General Comments

#	Prefer bi-weekly?	Please share any other thoughts or comments on bi-weekly payroll:
568	No	Why is this survey slanted to encourage persons to be in favor of bi-weekly payroll? The question on would I favor it if it benefited the majority of the employees ... how does it benefit them and who determines that ... popular vote? Question #4 none of the answers are the most important to me. It is truly slanted to make people want the bi-weekly payroll.
569	No	Why would I want to bring home less money?????
570	No	Why would it be a time saver with 2 more pay periods?
571	No	Will be flexible....do what is best for the whole.
572	No	will these changes effect our benefits like leave and sick times? What else will be effected if these occure and if holidays occure on these days will the payday move forward or backwards?
573	No	With the current plan, there is no confusion about when you will get paid and changing it to bi-weekly would require more monitoring of pay.
574	No	Work on your survey the questions are pointed for results in one direction.
575	No	Would it be possible for those of us who want to keep the bi-monthly system continue to have it while those who want the bi-weekly payroll can have that as well? Please publish, perhaps on the intranet, (1) how much it would cost the County (including training, programming, etc.) to switch to a bi-weekly payroll, the percentage and number of County personnel who are eligible for overtime and regularly receive overtime, and the percentage and number of law enforcement personnel who are eligible for overtime and actually receive overtime
576	No	would like more clarity on how much less checks would be and more on how benefits, leave accruals and deductions would be affected IF this happens
577	No	Yeah, my wife and I are both ADD. No amount of budgeting/financial training will make it easier for us to manage a change to bi-weekly. The simplicity of having the pay day match our monthly billing schedule is, for us, an indispensable benefit of the current semi-monthly schedule.
578	No	You should offer the training as to how it would impact a family PRIOR to making any change. The change would only benefit Travis County NOT the employees of Travis County.
579	No	YOUR QUESTIONS DON'T LEAVE SPACE FOR ME TO TELL YOU I DON'T HAVE AN ANSWER FOR THE QUESTION. This survey does not begin to address all the problems you will create with a change in pay period. Leave our pay alone.
580	Maybe	Again, no complaints with current twice monthly pay, but not opposed if it helps some of our folks to go to bi-weekly.
581	Maybe	Bills are based on the 1st and 15th of the month, worried this would be an issue.
582	Maybe	Change may be good
583	Maybe	Don't have any. I like the way it is now.
584	Maybe	Expalin the EMPLOYEE benefit to going bi-weekly, I understand why the COUNTY would like to go to this option, but how does it benefit me in a better way to choose this option?
585	Maybe	How would going to a bi-weekly pay system benefit Travis County?

Attachment E: General Comments

#	Prefer bi-weekly?	Please share any other thoughts or comments on bi-weekly payroll:
586	Maybe	I am not paid money for overtime but rather comp time.
587	Maybe	I believe it is a good concept. I just don't want to be behind on any of my payments. On a positive note, I do think it would help a lot of employees out on a regular basis. Thank you for asking for my opinion.
588	Maybe	I don't care either way- I am ok with majority decision.
589	Maybe	I enjoyed it when I worked for the City of Austin. Seemed like more money always available.
590	Maybe	I have budgeted for the 2 pay periods, a slight change could cause me to be late paying bills.
591	Maybe	I have heard people say they think the change will happen regardless of employee input - countering that mindset will be an Organizational Change Management issue. I'm happy either way. ~Scott Worthington
592	Maybe	I have no strong opinion either way, but I prefer having the same pay dates to keep my automatic payments of bills and rent easy to manage.
593	Maybe	I know is change will happen, but I prefer my paycheck to be bi-monthly.
594	Maybe	I think it's great that you want to know our thoughts and opions. Thanks
595	Maybe	I would be interested in a trial period of maybe 30 and 90 days...those who like it, keep it those who don't go back to the old/conventional system
596	Maybe	I would like more information on how the change would specifically affect leave accruals.
597	Maybe	I would miss the ease of knowing the checks will always come on the 15th and last day of the month (plus I would think "did I get a check last Friday or the Friday before?", but if bi-weekly is more efficient, less costly to the county, etc., I guess I'm for it. I can manage my finances either way.
598	Maybe	If it affected my pay check in anyway I would not want to change my pay dates.
599	Maybe	If it make good business sense then do it.
600	Maybe	I'm in favor of what is best for the County. If bi-weekly is cheaper, then that makes sense for the taxpayer and that's most important.
601	Maybe	I'm more interested in more significant decisions such as limiting employee parking to force them to walk llong distances for no apparant reason. And the importance of completely restricting interent access from employees because of the violations and abuses of a limited number. You see I feel it's more important to make everyone suffer as oppsed to simply dealing with the few violators.
602	Maybe	in previous comments.....also think that while this might help employees, what does it do for county in regards to acquiring interest.
603	Maybe	it dont matter
604	Maybe	It hink that the county is doing this to benefit themselves, what are the benefits to the hourly employees? What will the accrual numbers look like and will I lose time because of a weird accrual number every two weeks? This was a one sided agruement there were no benefits of having the bi monthly pay roll on this survey. Appears the county has already decided!

Attachment E: General Comments

#	Prefer bi-weekly?	Please share any other thoughts or comments on bi-weekly payroll:
605	Maybe	It is extremely inconvenient for my family and I to be paid bi-weekly or on the first and 15th. I would much prefer being paid once a month, on the first of each month.
606	Maybe	It makes it harder to setup ACH if the pay date is going to be a bit unpredictable. For example, I can setup an account to always draft on the 15th because I know I will have funds in my account on the 15th. Most accounts are date specific for recurring ACH.
607	Maybe	It would be nice, but going back to budget issues, this would depend on my personal financial responsibilities.
608	Maybe	just understanding the benefits for such a change regarding pay cycle changes
609	Maybe	KEEP IT THE SAME
610	Maybe	My main concern is child support. Many staff members have \$ coming out of their check twice a month. How would that be affected by going to bi-weekly pay? Would that lead to 2 extra child support payments being made every year?
611	Maybe	My main concern is that some employees, despite all the training you do, will believe that they are getting more pay, and they will make budget mistakes accordingly.
612	Maybe	Need more information about the whole workings of this. When is the proposed start date? How is this going to effect my personnel bills and my ability to pay them on-time. I have worked hard to get the bills to hit due dates right on the 1st and 16th of each month. Now you want to change it. So confused and angry at the moment. Need more information. Want discussion meetings, not just a survey. There are other questions that other employees have that would be of interest to me.
613	Maybe	No comment.
614	Maybe	none
615	Maybe	none
616	Maybe	NONE , BUT I WOULD URGE THE COMMINERS COURT TO CONSIDER THE 20-YR RETIREMENT OPTION FOR IT EMPLOYEES
617	Maybe	none at this time.
618	Maybe	Overall, it seems like a good idea.
619	Maybe	personal finance isn't problem it's just low take home amount on full check and now would be even less making it harder to manage. save extra and just not spend. Not sure; Also could you advise TNR Parks personal when if ever are we due for cost of living. any thing more related to our pay.
620	Maybe	Please consider to offer monthly payroll. Please deposit gas mileage and other refunds directly into my checking account. This way the money gets there automatically and right away.
621	Maybe	Seems like leave time would be MUCH messier with 26 pay periods. Instead of an even 4 hrs per pay period, would it 3.69 hrs per pay period? That would be the WORST part of this whole change.

Attachment E: General Comments

#	Prefer bi-weekly?	Please share any other thoughts or comments on bi-weekly payroll:
622	Maybe	Sorry like a good, but still not sure. Like I said depends on how much less I'm be bring home. How do we calculate amount we bring home? What formula do I use to find out?
623	Maybe	Still don't see any benefit.
624	Maybe	The additional preparation time for our financial staff will be very hard to handle. Payroll is already a major expense of time for them.
625	Maybe	the amount of pay we will get. how much of a difference it will be.
626	Maybe	The big hang up for being FOR the change is truly the idea of having less money each pay period. I know in the long run it all evens out, but any "decrease" to the paychecks would hurt.
627	Maybe	The choice should be what ever is smoother and more economical for Travis County.
628	Maybe	the frequency of time keeping activity will go up and could be a complication for some folks to stay on top of
629	Maybe	The pay checks would be more timely.
630	Maybe	This is a great idea for new hires because it doesn't affect them!
631	Maybe	whatever is fine with me
632	Maybe	will payroll be adequately staffed to produce bi-weekly?
633	Maybe	WOULD DIRECT- DEPOSIT HAVE DIFFERENT PAY DATES EACH MONTH OF BI-WEEKLY PAY?

Attachment F: Comments made by Respondents who voted "No" or "Maybe" to the idea of bi-weekly payroll

#	If you answered Maybe to the previous question, please explain.
1	already have everything set up to pay on 1st/15th
2	although my check wouldn't change dramatically, one paycheck would not be enough to make my house payment, making budgeting trickier
3	As long as it would not effect the 12 hr. shift I am currently on and love.
4	At this point it it doesn't matter because I get paid one week and my husband the next (he gets paid bi-weekly).
5	Basically, for me there would not be much difference.
6	Because I'd like to compare the benefits of the other option too (being paid twice per month).
7	bills are set for the 15th and 30th of every month, want to make sure this will not cause issues with my current bills
8	Bi-monthly is what I prefer, because I pay most of my major bills on 1st and if it changes our paychecks will be in smaller increments to allott for the months that have three paychecks
9	change is always difficult to adjust
10	Change.. Knowing when your paycheck will be coming every month and planning your bills.
11	Concerned about the net pay.
12	concerns on how would I be able to adjust bill payments
13	Currently my bills are set up to be due around the 1st and 15th, so changing to bi-weekly would make that more difficult to rely on. However, I like the idea of get paid more frequently. I would truly prefer to be paid once a month like State employees, with separate OT checks.
14	Debits from account are fixed amounts based on twice monthly deposits.
15	Depending on what the percentage is for less money taking out of pay check.
16	Depends on how much of a pay difference there would be in a particular paycheck
17	depends on pay amounts being slightly less and a clear example of benefits, leave accruals and deduction amount being adjusted
18	Doesn't make much of a difference
19	Doesn't matter.
20	Don't know how less and what day would you get paid on
21	Don't know what the amount of the check would be.
22	Dont really care either way.
23	Don't see the real advantage and it adds extra work for Supervisors and HR.
24	Don't want to keep track of dates...bills due are based on money being in account on exactly the 15th and 1rst.
25	Either way is fine
26	Explain the percentage, meaning explain how much per pay check we would get if we went bi-weekly. What is the real advantage?
27	Fine with being paid twice monthly
28	For budgeting purposes, I've found that having my wife's pay period on a bi-weekly basis very helpful because it's like we receive an additional two paychecks each year. This is especially helpful toward the end of the year and the holiday season.
29	For my intents and purposes, bi-weekly and semi-monthly mean almost exactly the same thing, so putting a lot of time and effort into investigating this "change" seems ridiculous.
30	For planning I would see how that fits in my budget.

Attachment F: Comments made by Respondents who voted "No" or "Maybe" to the idea of bi-weekly payroll

#	If you answered Maybe to the previous question, please explain.
31	get paid so little its easier to get full 80 hours on check then pay all bills. your broke but they get paid
32	getting payed less each month is not a good thing
33	gotta get use to it
34	Have bills that are due at certain times of month that coincide with how I'm getting my checks now.
35	HAVEN'T REALLY SAT DOWN AND FIGURED HOW MUCH MY PAY WOULD BE EERY TWO WEEKS
36	Having a more set pay schedule would be helpful, but the decrease in amount could impact some people substantially.
37	how often would timesheets have to be done, loan repayments and child support. would this be figured in....how would those things work? questions
38	How would this change effect auto bill pay I've set up by 15th & last working day.
39	I am accustomed to receiving pay bi-monthly, but it sometimes would be nice to have pay more often.
40	I am honestly indifferent. Either way is fine. At my previous job we recieved pay on a bi-weekly basis and that was fine for me. The current bi-monthly system is also great and gives you structured dates that you can remember timesheet and paycheck dates easier.
41	I am not sure how this will effect my bills b/c right now I know what bills I need to pay from each paycheck.
42	I am not sure if this would be a benefit or not at this time.
43	I am not sure of the benefit of changing.
44	I am open to whatever is best for the county. i am open anyone of them
45	I am undecided at the moment.
46	I am unsure it would be any better, therefore I am not sure I would prefer it.
47	I am use to being paid the way I am being now and I am with a Credit Union so I don't really feel like I'm being paid only twice a month b/c I get my pay checks deposited in earlier than everyone else. Just afraid of change I guess....my bills and payments are set up based on the way we get paid now.
48	I answered yes
49	I budget my bills based on my paycheck now and barely make it so with less each paycheck what would I do but hope that it all doesn't catch up with me until one of the months where I get 3 checks for the month it is a very stressful situation to think about
50	I can see advantages to each.
51	I doesn't seem to make much difference one way or the other
52	I don't have a strong preference either way. That is what "maybe" means.
53	I don't like the idea of bringing home any less money.
54	I don't really care- it works out to the same thing.
55	I don't really care, what ever the others would like would be fine with me.
56	I don't really care. It comes out to the same amount of money in the end. I would be happy with whatever the majority is happy with and with whatever costs the County the least in terms of accounting and processing time.
57	I don't see any benefit.. How can I answer question # 3 if I don't see how it will benefit anyone?
58	I don't think it matter to me which way

Attachment F: Comments made by Respondents who voted "No" or "Maybe" to the idea of bi-weekly payroll

#	If you answered Maybe to the previous question, please explain.
59	I don't think the change is great enough to merit changing the pay schedule. We pretty much get paid every 2 weeks as it is.
60	I hate the idea of less money per pay period after all of these years with no COLA.
61	I have adjusted my budget to current pay cycles. A change in pay cycles will only cause me to adjust my budget to that pay cycle. Does not matter in the long run.
62	I have all of my bills arranged to cove bimonthly pay days
63	I have lots of ACH drafts based on the pay of the 15th and end of month checks.
64	I have my bills setup to be paid monthly based on how we are currently paid, I harldy ever work overtime though
65	I have no real objections to the current system.
66	I have no strong preference on the pay cycle.
67	I have some bills that are due on the 1st and some on the 15th and it may make it a little harder to manage holding off to pay one until a week and a half later and I want to pay my bills on time.
68	I JUST FEEL I NEED A LITTLE MORE INFO ON THE HOW MUCH LESS EACH CHECK WOULD BE.
69	i like getting a full day of vacation and sick leave every month and i like always having money on the first
70	I like having monthly "date certain" of when income will be received, which is more convenient for family money management. I am not paid overtime, so the receipt of overtime pay does not affect me. I am curious how the annual pay for IRS purposes will be calculated, as a pay period will straddle the year end?
71	I like it the way it is somewhat
72	I like knowing I'll be paid on the 15th every month but I'm open to the other way.
73	I like knowing I'll have a check
74	I LIKE THE 15TH AND LAST OF THE MONTH IDEA
75	I need more details.
76	I only know what it's like to get paid semi-monthly so it's something that I will have to try in order to determine if I like it or not.
77	I personally prefer the set dates of pay. With b-weekly the day stays the same, e.g. every other Friday, but the date changes. Bills are usually set dates, so when i had this with a previous employer, it just seemed like more work for me.
78	I prefer getting paid more often, just not sure what the difference in each check would make??? Also how would it affect taxes taken out?
79	I prefer to think of salary & bills in monthly terms. This change throws that off for me, but I do recognize the other benefits to the County.
80	I said maybe because ... I would prefer weekly... I understand bi-weekly PR processing is simpler for hourly considerations... I have aligned my bills and budget to semi-monthly... Being salaried, I get no benefit from bi-weekly, so most of my answers are non-committal.
81	I see benefits and drawbacks to both
82	I tried to answer yes to the first question but I can't go back
83	I want my check to be the same every pay period.
84	I would have to see how it works out
85	I would like to know what the cons are in this plan. I am reading about the pros.
86	I would like to see exactly how this would affect my net pay.
87	I would like to see how much difference in pay I would be getting.

Attachment F: Comments made by Respondents who voted "No" or "Maybe" to the idea of bi-weekly payroll

#	If you answered Maybe to the previous question, please explain.
88	i would like to see what my take home pay would be prior to implementation so I can re-do my budget and not have late payment fees, etc.
89	I would much prefer being paid once a month, the beginning of each month. I don't see much of a difference in this proposed plan.
90	I would rather be paid once per MONTH since my bills all come mothly
91	I'd like to know what day of the week will be designated as the "pay day" and also when will the time sheets need to be completed by the employee and reviewed and signed by the supervisor?
92	I'd prefer to get paid monthly. This would make it easier to do my personal budgeting and I would have to fill out paperwork such as time sheets less often.
93	If it is not broken why fix it?
94	If it would happen say in about two to three months to give employees the opportunity to get used to the new payday system, it probably would not be a problem but if it was say implemented next month maybe some people would already have payments and plans for the pay periods as they are now (the 15th and 31st).
95	If it's not broken....no need to fix it. Can't we just leave well alone? I'm compensated w/comp time for working extended hours which is very rear.
96	if my pay check has the same pay
97	If you budget properly, it shouldn't make any difference.
98	I'm for the bi-weekly basis, as long as employees received their proper benefits, and the bi-weekly pay proposal wasn't used in some way to diminish pay/overtime pay.
99	I'm happy with how I have my pay and bills budgeted now. Would have to change a system that is working.
100	I'm not sure if it would be beneficial to me.
101	I'm not sure it really is that much better. I would prefer monthly. I've had that before it was much better. Since I am not compensated financially or with time for hours over 40 hrs a week, this issue of overtime pay really does not effect me.
102	I'm not sure; it's really not "here or there" to me. Except I heard in Comm. Court that going to bi-weekly would save HR money in processing. Could I expect that savings to go to my salary? :)
103	I'm not unhappy with when I get paid now.
104	it depends on how the adjustments would workout with benefits, and leave hours and deductions
105	It does not matter to me. If it helps and/or makes it easier for the county, then it is good with me.
106	it doesn't matter
107	It doesn't matter to me, it's all the same as far as I'm concerned and could possible cost the county more money processing two more payrolls a year!
108	It is easier to schedule monthly payments for bills, rent, and loans when I know what days I'm getting paid (on the 15th and last day of each month) rather than every other Friday.
109	It is nice to have a check every two weeks but I don't know if it would be good or bad for me because of the way I have already arrange to pay my bills every pay period.
110	it ok with me , it all the same .
111	It really makes no different to me. I'm good with our current pay system.
112	It really wouldn't make a big difference with me.

Attachment F: Comments made by Respondents who voted "No" or "Maybe" to the idea of bi-weekly payroll

#	If you answered Maybe to the previous question, please explain.
113	it would be less money per pay period and i would not like that.
114	It, could be better for some, others may not.
115	It's easier for my record keeping to be paid twice per month, but am willing to go to bi-weekly if other employees really want it.
116	It's nice to know that I'm always paid on the same day of every month. I have my bills set up to coincide with my current pay schedule.
117	It's not especially important to me.
118	its ok now
119	I've been paid bi-weekly before at other jobs. It is nice & there isn't such a gap between pay periods. Might be to County employee benefit overall.
120	I've carefully crafted my budget around the bi-monthly basis system of pay. It would require a little extra effort on my part to budget accordingly. However, it takes TC long enough to cut checks as-is (specifically, reimbursements), how is TC going to keep up with a quicker payroll schedule? Maybe payroll & reimbursement checks come out of two separate departments...but that seems like a clear problem TC should address before creating an entirely new system of payroll distribution.
121	Just by this survey already I have not had my first thought answered. How much of a reduction in each pay check are we talking about. Though most of us do struggle between paychecks, to have an even less check will cause more problems. I literally currently live on \$100s between checks, now. So if you are going to make it even less, what will that mean. Our check currently do basically hit every two week, except yes on a few occasions. So what is the real benifet to the employee, or is this just to make it easier for the Auditor's office. Do see how the small checks will help. The time frame you have given is not a enough and there were no employee meetings to have open discussions. Wow Maybe as I continue through this survey some of my questions will be answered and my thoughts about change will change as well, but for now I am confused.
122	like the monthly pay format
123	may be a bit difficult to get adjusted to new pay dates and amounts as most of my bills get debited out of my checking acct. Hard habit to break/alter, as I've been paid in this current manner for over 20 yrs.
124	Maybe, but I don't have a problem with the way we currently get paid.
125	my bill are set for the 15th and the last day of the month.
126	my bills are already on a set schedule, changing may delay a bill or not enought money to pay for it. This way i know
127	My budget is set based on the current pay periods.
128	n/a
129	na
130	no answer
131	no one likes change. but if it's approved...i'll adjust
132	No preference, either way.
133	not sure how much less my check would be and how leave time would be affected
134	Not sure how much money my check would be so that I can pay bills. Just something I would have to adjust too.
135	Not sure if can afford 200-300 less a month.
136	Not sure if pay amnt will differ during pay periods.

Attachment F: Comments made by Respondents who voted "No" or "Maybe" to the idea of bi-weekly payroll

#	If you answered Maybe to the previous question, please explain.
137	Not sure it would have much of an impact to me personally.
138	not sure ive been paid for 26 years semi monthly hard to change.
139	not too sure of the benefit. Why a delay in payroll payment?
140	On one hand it's a good thing. On the other hand...Why fix what ain't broke!
141	OUR PAY WOULD BE LESS, DUE TO PAYING FOR INSURANCE
142	Pay amounts would be less
143	Personal reasons, I have all my personal bills adjusted to fit current pay period, new pay period may fit better, just not positive.
144	Really doesn't mater to me. Pay is the same either way. I prefer as it is now, but it is not important to me to have pay in my hands quicker.
145	Really would not make a diffierence to my family.
146	Six in one hand, half a dozen in the other.
147	Some people may have financial implications to pay their bills on time.
148	Sounds okay, except, concerned about how sick time and vacation time is divided per check.
149	The base pay change.
150	THe down side factors are not listed.
151	The last time (1990?) the pay cycle was adjusted, new hires 'lost' a pay day. Would this create any loss or holding back a pay check? I like bi-weekly pay cycles, if we were already doing it when we got hired on.
152	The paycheck would be less which is a negative but it would be more frequent which is a positive.
153	Twice a month is fine as is, but if it helps some of our folks that live check to check, then it's fine.
154	Undecided as of right now.
155	Unsure how much it would affect benefits and leave accrual
156	Vacation accruals will be different and paycheck sizes will be smaller
157	Want the same amount
158	want to see if auto paymts would be effected
159	What about a person who has money coming out of their check on the 15th and 30th (example:child support). That would lead to extra money being taken out of that persons check. Be it for child support, car payment, etc etc.
160	What amount I would bring home bi-weekly is the question. I have a set budget for all my bills.
161	What day of the week would we be getting paid ? it is also mentioned the paychecks would be less I am wondering how much less
162	What day would the payday be on?
163	what do I care
164	What is "slightly less" for the paycheck??
165	Why change to just change? The system seems to work fine now.
166	wondering about a trial basis maybe trying it out for a short period of time (between 30-90 days)
167	Works either way for me.
168	would actually rather be paid monthly
169	Would are the federal tax implications?

Attachment F: Comments made by Respondents who voted "No" or "Maybe" to the idea of bi-weekly payroll

#	If you answered Maybe to the previous question, please explain.
170	Would have to look into my budget, e.g, when are utility bills due, rent is due the 1st of each month, etc. Would I have sufficient money to pay all bill within the due dates with the pay period.
171	Would like to be paid on daily basis
172	would like to know the exact differences this would make in accruals and pay amount
173	Would need to know how this effects accruals
174	Would need to work out how this would affect paying my bills
175	Would not want to miss a paycheck
176	Would there be a delay in getting the first bi-weekly check due to the change over from semi-monthly to bi-weekly
177	yes

Attachment F: Comments made by Respondents who voted "No" or "Maybe" to the idea of bi-weekly payroll

#	If you answered No to the previous question, please explain.
1	15th/31st are easy consistent and easy to remember. In a bi-weekly system, pay dates will fluctuate and be more (slightly) more difficult to keep track of and predict. Bills such as rent/mortgage are typically due the same day each month. Coordination of personal finances is simplified with pay dates that similarly fall on the same day each month. A Travis County employee will never fall into a situation poor planning/fluctuation in pay dates leave them strapped for funds by a day or two simply because of the timing of pay disbursements.
2	16 1/2 years being paid on the 15th and the last day of the month. I already know what and when to expect my checks.
3	1st and 15th is easier to plan around.
4	20 years, I have a schedule down, don't need to fix what is not broke.
5	24 pay periods are easier to figure out yearly benefits
6	Actually it probably doesn't matter. But Travis CO. has got a lot of problems now. Can you handle changing the pay cycle, and should you invest time and money into this? If it ain't broken don't mess with.
7	additional record keeping involved
8	Adjustment to lower amount will be difficult as will managing the extra two months with a third paycheck.
9	After 31.5 years I'm used to a 2 pay checks a month. So for me I'm okay.
10	After all these years my bills are based on the pay scheduled we currently have in place. Bi-weekly pay will decrease the check and possibly cut me short on my bills for a particular pay period.
11	aint broke
12	all bill & saving, payment, long term loans are set up on this pay cycle
13	All bill(s) come out on or between the 15th and the last day of the month.
14	All my accounts and payments, eg mortgage, car etc are set up for a first and 15th schedule.
15	All my bills are based around the times we get paid now.
16	All my budget is already figured out and I don't see any benefit in changing a system that works fine as it is. This would only divert resources to a subject that isn't needed or necessary.
17	All my expenses (utilities, cable, phone, etc) are billed on a monthly basis. I rather have my revenue on roughly that same schedule.
18	All my major bills are set to pay on the either the 15th or 1st
19	All my monthly expenditures come due in conjunction with the current pay cycle on purpose. Trying to get creditors to bill on a different cycle is next to impossible.
20	all my payments are made on the 15 and the end of the month..
21	All of my bills are due monthly, and it's easier to manage the household cash flow if the income matches that monthly pattern for utility bills, loan payments and everything else we spend money on.
22	All of my bills are payed on the 15th and 1st. I like the pay schedule just the way it is.
23	All of my bills are sent up electronically for the 1st and 15th or each month
24	All of my bills are set up as we are payed now.
25	all of my bills are set up for current pay cycles
26	already got all bills set for current paydays
27	Already have a set amount I know I can spend out of each paycheck, would have to re-arrange budget.

Attachment F: Comments made by Respondents who voted "No" or "Maybe" to the idea of bi-weekly payroll

#	If you answered No to the previous question, please explain.
28	already pay bills structured around 2x a month.
29	Already used to the current system. Any change in the amount and time paid could alter obligations that I currently have with automatic deductions.
30	As my bills are due on a particular day (mortgage on the first, etc) I'd prefer having a certain day of the month for my paycheck than to possibly have a lag time
31	As of right now, I pay my bills based on the amount of net pay I get twice a month. Getting paid every 2 weeks may increase the amount of paychecks, but it will decrease the net pay, which could effect how I currently pay my bills.
32	Automated payments are more difficult to manage, if not impossible, through the account that I get my paycheck deposited into.
33	Automatic deductions and specific payment plans are already set up with my banks and companies based on my standard pay checks. This has been occuring for more than 5plus years.
34	b
35	Because
36	because i am use to being paid semi monthly and my bills are arranged according to my semi monthly salary
37	Because I could not pay my mortgage and would be late. I would prefer to be paid monthly, like the state so that I would continue to have late charges on my bills and they would be paid promptly.
38	because i have all bills set to 1st and 15 day of each month
39	Because I know my pay dates & have my bills set according to those 2 particular dates.
40	Because I pay my bills on a monthly basis, tracking my budget with paychecks that are deposited twice a month keeps my personal financial bookkeeping deposits and payments aligned. I would prefer to be able to keep my financial budgets on a monthly, rather than bi-weekly, basis.
41	Because I pay rent on the first of the month and this proposal may put me in default. I already don't have much money, however, at least I have cash to pay the rent on the first of the month
42	Because it would make my paycheck smalle and my finances would need an adjustment
43	Because I've budgeted all my expenses to hit according to how it get paid now.
44	Because my bills are set up on being payed 24 times a year
45	because my bills in bill pay are already set up for semi-monthly. This would just make things more complicated
46	Because my salary will be the same only spread thinner to include 2 more checks. I depend on the checks in the amounts given. I have my bills aligned around the checks and days. There is no overtime due to budget cuts. Benefits would be the same... this would only benefit the county not the employees.
47	Because of the way my husbands company operates their payroll.
48	Because paychecks are less
49	because we are not paid hourly and even though we would get 2 additional checks, the amount is less. You would have to re-work your entire budget. I just don't see the point.
50	Because we havent had a COLA raise in over two years and to have the amounts on our check lowered would HURT!

Attachment F: Comments made by Respondents who voted "No" or "Maybe" to the idea of bi-weekly payroll

#	If you answered No to the previous question, please explain.
51	Because we would get paid less money and it would take 2 paychecks to pay rent instead of one and having money left over from the one
52	Been here too long to change
53	Being paid anything "slightly less" than what I already get paid would make a difference. I know exactly what I'm working with every pay period.
54	Being paid on the 1st & 15th is convenient for monthly bill paying.
55	being paid on the first is important to most staff considering that's been most bills are due. going to every two weeks could greatly impact their financial planning.
56	Being payed less.
57	Benefit and pay adjustments
58	Bi monthly is more conducive to regular reoccurring bills.
59	Bill arrangements.
60	BILL PAYING IS EASIER WITH BY-MONTHLY,AUTO PAY'S ALREADEY SET UP.MOST BILLS ARE DUE THE 1ST,15TH.EASIER TO MANAGE MONEY BY KNOWING EXACTLY WHEN ONE GETS PAID(DATE WISE)
61	Bill payment settings.
62	Bill payments are set up around the 15th and end of the month
63	Bill set up for automatic withdrawal based on 1st and 15th. This would throw off schedule and since each paycheck would less, some bills might not be covered.
64	Bills
65	Bills are already set up to accommodate the current semi-monthly pay schedule
66	Bills are harder to plan for
67	bills are on a monthly cycle, and for 10 months out of the year, my monthly salary would be less.
68	Bills are set up already for current pay cylce.
69	bills are set up for the 1st and 15th
70	Bills are setup for current pay cycle
71	Bills come in monthly and I like them lining up.
72	Bills have been set up.
73	Bills that I need to pay come in monthly. Having pay periods fit within the month makes budgeting easier.
74	Bi-monthly aligns better with the bills I receive, allows for more predictable (ie always the same) amounts
75	Bi-monthly is just easier (fewer entries into checkbook, same dollar amount each month so easier to budget, etc.)
76	budget already adjusted to the 15th and end of month
77	Budget based on income now, and not sure if budget would work with reduced amount per pay period.
78	budget schedule
79	budgeting due to child support paymennts
80	budgeting is harder, planning paying bills is harder, its too unpredictable
81	Budgeting purposes.
82	Calendar structural preference.
83	can cause payment problems with mortgage payments and car payments that are scheduled to come out on predetermined dates
84	can change the amount per check, nice to get paid on the friday because the 15 is a sat
85	Can't afford a lesser check

Attachment F: Comments made by Respondents who voted "No" or "Maybe" to the idea of bi-weekly payroll

#	If you answered No to the previous question, please explain.
86	cant do with lower check
87	Causes problems with billing cycles.
88	Changing would involve constant adjustments regarding other bills and their due dates.
89	COA does this (I worked in HR there for 13 years) and it was awful to explain to employees about the 26 vs 24 pay periods and all the differences in pay, insurance, vacation as a result. Plus, all the work that goes into getting a pay period complete and pay issued would be increased (ie, staff have to do this 26 times a year instead of 24).
90	Comfortable w/the way pay is now
91	Comfortable with the way I get paid now because last day of month and middle of month.
92	Could not afford to live on less - which would be the result of prorating the pay from 24 to 26 pay checks.
93	CREATURE OF HABIT
94	Creature of habit and I have my bills and mortgage payments set to match the 1st and 15th..
95	current bill cycles are set up based off of that schedule.
96	Current payment cycle of all my bills are based on the current cycle I receive my pay checks. I would have to alter, modify, change all my on-line or automatic deductions of my car loan, mortgage, signature loans, auto and home insurance, credit cards, etc. to ensure I don't default on any of my accounts.
97	Current payments and household budget scheduled on current system
98	current system is fine
99	current system works fine for me
100	Currently the Semi Monthly fits the scheduling of our rent and bill payments much better. No juggling is necessary, and we've got a good system going.
101	currentsystem works for me
102	dates are sure and simple. same everytime.
103	Decreased pay amount per check
104	Decreased pay periods
105	Depend on a certain amount on the 15th and last day of the month for bills. Do not want paycheck to be smaller.
106	Did not answer maybe or no.
107	Difficult to manage my Budget that way. It will be similar to a pay cut for me. I budget based on the checks that come in for that month. The checks each month will be less due to the extra pay periods.
108	Direct deposits would have to be revised to banking institutions which would cause a delay
109	Do not care to answer
110	Do not not a reduced check amount
111	Do not want my pay to be less per check.
112	do not want the monthly pay cut
113	Doesn't make me any difference. I don't see an advantage to me personally.
114	don't change it...I'm used to it as is
115	Don't fix what isn't broken.
116	Don't have a problem with how it works now, don't see why it should be changed.
117	DON'T HAVE A PROBLEM WITH THE PAY AS IT IS NOW
118	Don't like the idea of being paid less even though there are two more checks throughout the year
119	Don't mess w/ something that works.
120	Don't see the benefit
121	Don't see the benefits in changing.

Attachment F: Comments made by Respondents who voted "No" or "Maybe" to the idea of bi-weekly payroll

#	If you answered No to the previous question, please explain.
122	don't want less money on each paycheck
123	Don't want my paycheck to be "slightly" less
124	don't want reduction in pay amount
125	don't want to change
126	DONT WANT TO CHANGE MY FINANCES ARE SET UP THE WAY I WANT THEM UNDER THE CURRENT SYSTEM
127	Don't want to loss 2 weeks.
128	due dates on bills are always at the beginning and the middle.
129	Due to bills, such as rent being automaticall processed each month from my account, I would prefer to get paid as we are right now, twice a month. (15th and 30th) It's just more convenient for me as far as my budget is concerned.
130	Due to difference in acrual time
131	Easier to budget for two known paychecks each month.
132	Easier to budget on bi-monthly pay periods
133	Easier to keep track of pay dates and bills are scheduled according to them.
134	Easier to manage money and bills with 15th and end of month paydays.
135	easier to mentally keep track of the 1st and 15th of the month
136	Easier to pay monthly living expenses as is
137	Easier to schedule bills each month
138	Easier to set bills for the month with mid month and last of the month checks
139	easier with pay on the same time every month
140	even though the pay would equal the same amount on a yearly basis, I can not afford for the amount of my pay to go down per paycheck. It would not work given current financial situations of the household.
141	Everyone's bills are set to evolve around getting paid on the 15th and the end of the month
142	Everytime the the commisoners mess with our pay we come up on the short end. There must be a hidden benifet for the court.
143	Family expenses are generally monthly,thus the predictability of getting paid on set days of the month is beneficial in the financial planning for my family.
144	Fewer trips to the bank
145	Fine the way it is....used to the current system
146	For budgetary reasons, prefer paid same date and amount each pay period.
147	For me it is less to keep track of.
148	For one, automatic payments and other payments set up with assumption that pay periods occur on 15th and last day of month.
149	Granted, I would get an extra check in June. But I would have to take a pay cut for the first 5 months of next year until it is made up in June. My bills come on a monthly basis and they're not going down.
150	gsgfg
151	Happy just the way it is. Already have all payments set for ETFs on specific dates.
152	Happy/Satisfied how payroll is done now
153	Harder to budget
154	HAVE ALL MY BILLS SET UP FOR THE 1ST AND 15TH
155	Have already done monthly budgets to match the current pay cycle.
156	Have auto bill pay set up on based on payments on 15th & last working day; prefer each paycheck to be the same

Attachment F: Comments made by Respondents who voted "No" or "Maybe" to the idea of bi-weekly payroll

#	If you answered No to the previous question, please explain.
157	have become accustome to this cycle and can anticipate my finances pay.
158	Have direct deposit bills already set up
159	Have finances set up based on semi-monthly paycheck. Prefer it to bi-weekly. Also, adds additional work by having to process 26 pay periods and not 24 in a year.
160	Having a set schedule date and amount, makes it easy for households to budget every month.
161	having to adjust to a slightly lower base pay.
162	Home budget planned around 2 pmts/month. Biweekly changes payment dates each month. Cannot plan budget properly.
163	Household bills are due on fixed days of the month. Current payroll is on fixed days also. This is significantly beneficial when balancing accounts and making payments.
164	I have a system set in place for my bills and it would throw me off
165	I already have all my bills scheduled out to my paychecks now. Just like the saying "IF IT AIN'T BROKE DON'T FIX IT"
166	I already have everything planned out where my bills are payed on certain days because of the way we get paid now. I don't like the idea of getting paid less because of the 26 pay periods.
167	I already have household payments set and less each payperiod would mess with my schedule, especially since both myself and husband would be getting less each check.
168	I already have my budget set up for the current payment cycle, and I don't want to have to make adjustments for changes that are not that beneficial to me in the long run.
169	I already have my finance to fixed to my pay periods.
170	I am accustom to having the same amounts twice a month for my bill paying.
171	I am comfortable with the current system and have adjusted my monthly bill payments with it.
172	I am fine with the way i receive my pay at this time.
173	I am happy the way it is. It suits my budget.
174	I am not inconvenienced by the current method.
175	I am not interested in being paid less for ten months out of the year to gain an extra check two months out of the year.
176	I am on a budget, this would disrupt that. I have been on this kind of payroll in the past.
177	I am salary, and get paid the same amount. It does not matter to me how we get paid.
178	I am used to it this way, and it would affect my budgeting...i see no benefit
179	I am used to the 15th and last day of the month.
180	I am well adjusted with my bi monthly!
181	I believe it is much easier to budget with a known monthly amount.
182	I believe that our pay and our accural time would be affected costing each employee time and money.
183	I can adjust, I don't really live check to check
184	I can count on my pay being on time the same time every month. My bills due dates don't change, it would be nice to have pay dates that don't change either instead of having to juggle money between bills every two weeks. I hope this pay cycle thing stays the same.
185	I can not balance my rent and bills in equal deductions each month if months vary
186	I can plan buget better the old way than getting paid every other week. Bill due dates.
187	I can see no benifit for myself
188	I can't afford my paychecks to be less than they are now since I am the sole provider

Attachment F: Comments made by Respondents who voted "No" or "Maybe" to the idea of bi-weekly payroll

#	If you answered No to the previous question, please explain.
189	I can't afford to get a smaller paycheck (pretty much 2 times a month) just to get 2 extra paychecks a year. My monthly bills will not change so I will have less money to pay them or less money left over.
190	I can't afford to lose money on the checks
191	I did the math. I can't afford \$89.00 less per pay check. I am barely getting by. I can't afford my car and house payment on that.
192	I do not like getting less money because I'm already budgeted for the exact amount I already receive.
193	I do not need less money every pay period. I need more.
194	I do not want my checks to be smaller.
195	I do not want my paychecks to be slightly less as I depend on getting a certain amount per check.
196	I dont feel there is a problem to the way we have it now. So no need to change it.
197	i don't like change and have all of my bills worked out according to the current pay schedule
198	I don't like change.
199	I don't like to have 3 smaller cks. taking home in June and November + my bills are due on the 1st or the last day of the month and not be able to pay them.
200	I don't think I can make the budget adjustments it would take to make ends meet on those months that only have 2 paychecks that are less than what I get now.
201	I don't want my check to be less than it is now.
202	I don't want my pay to be reduced at all. My budget is already set for what I make now. Getting 3 paychecks in two months would not make a significant difference.
203	I don't want my paycheck to be slightly less, I need the same amount I am making now
204	I don't want my paychecks to be less. I have all of my finances set up for last day of month and 15th of month payroll.
205	I enjoy the structure of the 15th and last day
206	I enjoy the way my pay is and for me if the wheel is not broken why change it. The current one suits me just fine.
207	I find nothing wrong with the current system. Moreover, it is steady (1st and 15th) and paychecks arrive at the same time each month rather than sliding dates each month. As well, my first three years here at the county I worked with city-paid paramedics and they were on the 2 week/26 paycheck plan. Nearly universally, everyone seemed to find intense disfavor with it and all seemed to complain incessantly. At that time I was an exempt employee and then was converted, as were everyone in my group to non-exempt status. I have since joined the management team and am exempt again. Therefore, I have lived on both sides of the exempt/non-exempt groups.
208	I get direct deposit.
209	I hate to think that my check would be smaller, it's small enough. Payment are figure out, to be paid the first and the middle of the month.....at some point I'd have to wait for the next pay check to meet my payments....
210	I have a schedule for payment of bills based on current pay period.
211	I have a schedule that would get messed up if we changed it after 30 years...
212	I have adjusted my bill paying to fit with the system we are using and prefer keeping it the way it is. You guys are going to do whatever anyway. I will retire soon enough.
213	I have all bills set up for right after the 1st or 15th and would like to keep that consistent deposit twice a month.
214	I have all my bill according to a semi-monthly pay-period

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Attachment F: Comments made by Respondents who voted "No" or "Maybe" to the idea of bi-weekly payroll

#	If you answered No to the previous question, please explain.
215	I have all my bills already budgeted for the current pay periods.
216	I have all my bills arranged to be paid on the 1st & 16th of the month
217	I have all my bills auto paid on certain dates based on being paid at the latest on the 1st and 15th. If we went to bi-weekly it would screw things up.
218	I have all my bills set up around being paid on the current payroll schedule. I'm sure most other county employees do also. If the payroll schedule is changed to bi-weekly it in effect will reduce the amount of money everyone sees during the month and shift when employees get paid. The thought of three paychecks in one month occurring twice a year is dangled in front of us like a carrot in an attempt to entice employees to choose the bi-weekly option. I AM AGAINST IT!!!
219	I have all my bills set up to these two dates and its ver convenient
220	I have all of mill bills to be withdrawn on paydays. I don't want it to change.
221	I have all of my bills set up by the twice a month pay periods.
222	I have all our bills set up for the way it is now. bi-weekly means the paydays rotate through the days of the month. It is more difficult to make sure there is money coming in when the bills are due.
223	I have already set up online bill payments to coincide with larger paycheck amounts
224	I have always received my pay dates on 1st/15th or something similiar. Why change something that already works? I would thing that most of us have out bills set accordingly..also, why would I want to have to figure out when my paydays are? As it is, I know the dates of my paydays, no matter the month or the year. Besides, I prefer the larger check myself.
225	I have an entry level position and cannot afford to have my paycheck lessened to a reduced amount.
226	I have automatic dates for bills that would have to be altered
227	I have been getting paid bi-monthly for 29 years and all of my bills are adjusted to that. I'm not interested in re-adjusting everything I do.
228	I have been on bi-weekly and monthly in the past. The most convenient and effective for budgeting etc. is bi-monthly
229	I have been on pay plans that were bi-weekly before and prefer the 1st and 15th model we are currently using for personal convenience and bill paying purposes.
230	I have billing (taken out of my checking account) set up for that particular schedule; And I also do NOT want a smaller paycheck if we go to every 2 wks.
231	I have bills and commitments that are based on our current pay schedule.
232	I have bills scheduled to be paid on the 1st and 15th of the month. Reduction in paycheck amount will interfere with my monthly budgeting.
233	I have bills set up for the 1 and 15th. Not looking forward to adjusting that. In addtion, I work for a large dept. We have difficulty get tim-sheet on a bi-monthly basis. Not look forward to tracking folks down two extra times.
234	I have bills that are due on 1st and 15th and wouldn't be able to pay bills timely.
235	I have budgeted my expenses for the amount I get paid now twice a month.
236	I have budgeted on 24 payments per month for 17 years, it works fine.
237	I have deductions such as mortgage and vehicle payments that are set up around getting paid twice a month.

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Attachment F: Comments made by Respondents who voted "No" or "Maybe" to the idea of bi-weekly payroll

#	If you answered No to the previous question, please explain.
238	I have finances figured based on semi monthly schedule. Direct payment, deposits, etc. Same with time accrued (which amount is figured and used) to fit daycare schedule
239	I have my automatic bill pay set up for the current schedule.
240	I have my bill payment set up for the payment dates, and it makes it easy getting paid on 15 and last day off the month.
241	I have my bills and budget set up to pay on the 15th and last day of the month.
242	I have my bills auto drafted. No need to change.
243	I have my bills currently set up for the 15th and the 30th pay cycles, it is just easier to keep up with
244	I have my bills scheduled appropriately for the 15th & End of the month
245	I have my bills set to pay on the 1st and 15th
246	I have my bills set up for 1st and 15th
247	I have my bills set up for the 15th and end of the month. By changing it would mean that I would be unsure of how much I'm getting paid total every month
248	I have my bills set up to be paid based on the current pay schedule.
249	I have my finances all set around the current pay cycle and amount, and I do not wish to have this interrupted.
250	I have my monthly bills set for the way that I get paid now.
251	I have my mortgage set to come directly out of my bank account on the 1st and the 15th. Based on being paid every 2 weeks, this will end up causing me to not have enough to make my mortgage payments on time some months. There is no way at this time to change this with my mortgage so making this change could cause me to lose my home.
252	I have my mortgage, car note, etc. set up to be paid according to the 1st and 15th pay schedule. I don't want to have to change it.
253	I have no problem getting my pay the way it is now
254	I have payments arranged every 15 days
255	I have set payment schedules based on existing pay schedule.
256	I have set payments and it would make things too difficult for me!
257	I have set up all my payments based on our current pay schedule.
258	I have several loan withdraws, and do not think this system will work for me
259	I have the last paycheck of the month designated for mortgage due 1st of month. I would have to be constantly planning if pay periods changed to every 2 weeks to make sure that my bills were paid properly.
260	I have too many drafts set up with my bank account and do not want to change
261	I have worked here for 21 years this go round and it is easier to pay your bills
262	I haven't received a raise in ages and cannot afford to have my pay reduced in any way.
263	I just don't see the benefit for me, it just seems to be more work for the county and more checks to print and more time spent on this process.
264	I just like the way things are now.
265	I like 15th and end of month
266	I like to be paid the same amount each month because of my budget
267	I like being paid right before my rent is due. My bills are set up on the semi-monthly pay scheme.
268	I like being paid twice a month I have my bills planned out that way.

Attachment F: Comments made by Respondents who voted "No" or "Maybe" to the idea of bi-weekly payroll

#	If you answered No to the previous question, please explain.
269	I like being payed on the 1st and 15th.....works our good for my auto withdrawal for my mortgage
270	I like getting half of my monthly salary each check - makes planning bill-paying easier - have some we pay on the 1st and all others on the 15th and don't have to worry about what months have more checks, etc.
271	I like getting paid at the end of the month because that is when my rent is due.
272	I like getting paid on the 15th and the end of the month. Some people already have bill that are automatically pd electronically on those dates and everything would have to be changed.
273	I like getting paid on the 1st of every month, that is when most bills are due. Takes the guess work out of wondering, is the paycheck going to be before the 1st or after the 1st of the month.
274	I like getting paid on the same dates each month because they coincide with typical mortgage payments, etc. None of the other stuff matters because we don't get to accrue over-time pay or comp-time and we get the same leave accruals. I'm non-exempt and still don't get over-time. Keep it like it is! Item #5 requires an answer, but I can't answer it truthfully because of the limited selections available. This invalidates the question for all employees.
275	I like getting paid with the same cycle my bills are due. I pay bills on the 1st and 15th. So, bi-monthly works better for me. In my experience (with previous jobs) and having spoken to many people over the years getting paid bi-monthly makes it easier for people to better manage their finances and be more fiscally responsible.
276	I like having a paycheck by the first of the month to pay bills.
277	I like having the "extra" amount on each paycheck with a 24 pay period cycle rather than waiting for those 2 months of the year where an "extra" check is received.
278	I like how it is set up now after 20+ years I am used to it and so are the auto drafts I have set up
279	i like how we get paid now the same amount each pay day fits my budget
280	I like it as is now.
281	I like it the way it is
282	I like it the way it is and not get a smaller check
283	I like it the way it is for paying bills
284	I like it the way it is now
285	I like it the way it is.
286	I like it the way it is.
287	I like it the way it is.
288	I like it the way it is. It is dependable, and its the same amount every time
289	I like it the way it is. My finances, bills, etc., are set up for the current arrangement
290	I like it the way it is.... Don't change a thing! Please.
291	I like knowing every month that I have the same amount of money coming in. It makes budgeting simpler.
292	I like knowing the amount of the paycheck, and am able to budget accordingly
293	I like knowing the exact date I will be receiving my paycheck. I do not want to have to keep looking at a calender to figure out if I'm going to be paid this week or next. Also, I perfer the larger paychecks over smaller more frequent paychecks.

Attachment F: Comments made by Respondents who voted "No" or "Maybe" to the idea of bi-weekly payroll

#	If you answered No to the previous question, please explain.
294	I like knowing the exact date that I will be paid every month
295	I like my pay coming the last day and the 15th, easier for my bills.
296	I like my paychecks to fall on roughly the same dates every month: the 15th and the last of each month.
297	I like pay the way it is. Twice a month
298	I like receiving 2 pay checks a month.
299	I like semi monthly
300	I like the consistency of exact paychecks twice a month. This makes it easier to develop and balance a budget.
301	I like the current pay cycles and I already have my budget and bills set to this pay cycle.
302	I like the current system
303	I like the current system of pay periods.
304	I like the higher amount of pay per pay cycle
305	I like the pay cycle as is.
306	I like the pay schedule as it is. I dont like that my paycheck would go down slightly to make up for the extra 2 weeks. the overtime doesn't appeal to me because I only get comp.
307	I like the pay schedule the way it is. I have all my bills set up to automatically be paid according to the current semi-weekly schedule and I don't really want to change that.
308	I like the semi-monthly because of how my bills are on each cycle and due early dates or by the 1st & 15th.
309	I like the way it is now, It's easier to manage your finances.
310	I like the way it is now.
311	I like the way it is. Personal budgeting is much more predictable.
312	I like the way the pay periods are now. I do not care about getting my pay check faster. I'm not elligible for overtime. Making this change won't benefit me.
313	I like the way we are getting paid now.
314	i like the way we are now...its real simple to know when my check is there, the 30, 15th...if its not broke dont mess with it.
315	I live paycheck to paycheck with my bills. The benefit of 2 extra checks a year does not outweigh the inconvenience of trying to restructure the paying of bills that is so strenuous now.
316	i lose money
317	I manage my own money. We must think about the people in HR that have to handle all that is associated with pay...timesheets, data input, questions from employees for that pay period. Bi-weekly WILL ADD 2 MORE CYCLES AND ASSOCIATED WORKLOAD TO ALREADY STRETCHED MANPOWER LOADS.
318	I need the higher amount of money on my paycheck.
319	I pay most of my bills on-line and have auto draft and this would mess up my accounting system. I also like knowing the exact days that I will be getting paid as ad-versed to pulling out a calendar and having to make arrangements.
320	I pay my rent and bills based on set dates of salary pay
321	I payment schedule is based on a semi monthly bases.
322	I prefer 24 pay periods and my pay days as the 15th and the end of the month.
323	I prefer consistant pay all year
324	I prefer getting more per paycheck rather than less, sooner.

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Attachment F: Comments made by Respondents who voted "No" or "Maybe" to the idea of bi-weekly payroll

#	If you answered No to the previous question, please explain.
325	I prefer it being semi-monthly because you are paid the same amount each time, and because it is the same day every month.
326	I prefer knowing what date of the month I receive my paychecks and receiving them on the same dates each month.
327	I prefer receiving the same amount of money at predictable times throughout the year as it helps me budget my money for bills.
328	I prefer semi-monthly
329	I prefer semi-monthly. My bills at home are on a monthly basis, not a bi-weekly basis.
330	I prefer the 15th and 31st, because it helps with paying my bills that are already in place to be paid around that time. It has with budgeting.
331	I prefer the pay cycle we are on now. I have been on a two week pay cycle and did not like it.
332	I prefer the semi monthly pay period because
333	I prefer the Semi-monthly pay cycle for personal billing purposes and easier leave calculations
334	I prefer the standard of bi-monthly which makes it easier to budget. Almost all billing in the USA is done on a monthly basis and I know of no bi-weekly billing to exist. With that in mind I feel the younger personnel may have a harder time budgeting to make their bills on time and keep their books balanced. This is especially true of those that live from payday to payday.
335	I prefer the standardized "15th and 1st" aspect of the current pay cycle. There is no confusion.
336	I prefer to be able to budget by 2 paychecks a month.
337	I prefer to be paid on the 15th and 31st so that I know how much I have to pay bills that come due on these days.
338	I prefer to have my checks the same time each month.
339	I prefer to keep salaries and time accrued the way they have been. Most of my bills are set up to be paid right after the 1st or the 15th. This would affect many of my payments/bills and when they are due.
340	I prefer to keep the same pay periods as those we have now.
341	I prefer to know the exact date that my paychecks are arriving and the exact amount that my paycheck will be since my bills are always paid on a specific day of the month rather than "every so many days".
342	I prefer to know the exact dates based on bi-monthly for budgeting purposes.
343	I rely on two checks monthly since I am able to pay my large bills with two checks. If I got paid bi-weekly those amounts would lessen which would mean that I would be unable to pay my large bills with one single check.
344	I require a certain amount of money to pay my bills each pay day this would reduce the amount I get making it harder.
345	I see no benefit to changing that outweighs the negatives. Now we have payment on a date certain, larger amounts per period, larger accrual of leave per period. Most bills are due on the 1st or 15th, so it is easier to manage finances and family budgets when payment occurs at the time bills are due.
346	I see no benefit to me in changing the system. Pay is pay.
347	I still do not understand the difference

Attachment F: Comments made by Respondents who voted "No" or "Maybe" to the idea of bi-weekly payroll

#	If you answered No to the previous question, please explain.
348	I think being paid twice a month and my bill payments are tied to being paid on the 15th and end of the month.
349	I think it is easier to maintain my budget with the current schedule of the 15th and 30/31. Additionally, I would not want to obtain less pay because we switched pay schedules.
350	I think it would confuse the vacation and sick accruals for each month. Instead of earning 4 hours per pay period, we would earn 3.6923076 hours each pay period. Much too confusing.
351	I think it's more structured and easier to maintain my bills personally to get paid twice a month rather than bi-weekly.
352	I think possibly more taxes could be withheld--not sure.
353	I think the way it is now is fine. It seems like it would benefit the county more by keeping the way it is because it creates more work for the timekeepers if it is every two weeks. Also, seems like the county would earn more money off the interest if it kept the money for longer. No? Also, it says we will get paid for overtime....cash or hours?
354	I want my base pay being the same amount every pay period. You don't have to guess what it will be.....
355	I want my total pay. My banking system is setup to pay my bills and I dont want to have to change anything or have you short change my money. There is no delay for me when it comes to being short of my entire pay. We don't get paid overtime
356	I want to be paid twice monthly. Period.
357	I want to know more about the cons of it. All we are be told is the "pros". What does this do to Child Support taken out, Automatic drafts, such as mortgage payments, car payments etc. that are already set up to taken out of our bank accounts?
358	I want to receive my pay and benefits in full twice a month. I like the current system....I've worked for the City of Austin and want our current system at Travis County.
359	I will see a reduced paycheck due to the extra 2 periods per month which will feel like a paycut even though it's not. I have actual managed to schedule all my bills per pay schedule. I am satisfied with the way it is at this moment. Would prefer to not have it changed.
360	I work for CSCD and it would complicate the way the insurance premiums are taken out of checks (once a month)
361	I would actually prefer to be paid monthly. It provides a better way to budget every pay period.
362	I would have stagger my bills -
363	I would have to figure out how to adjust my bills to the new pay amonut if slightly less.
364	I would like the base pay being the same every pay period.
365	I would need to see if it would change my home budget.
366	I would not like having a smaller paycheck and some of the benefits to getting paid bi-weekly don't apply to me.
367	I would not like to receive a decrease in my my paycheck. This would force me to rebudget me entire expenditures.
368	I would not prefer bi weekly because my bills are set up for the 1st and the 15th
369	I would prefer being paid the same
370	I would prefer for pay to stay on the current schedule.
371	I would PREFER not having to wait until the "catch up months" to be paid the entire amount of salary I am entitled.

Attachment F: Comments made by Respondents who voted "No" or "Maybe" to the idea of bi-weekly payroll

#	If you answered No to the previous question, please explain.
372	I would prefer to stay on the current schedule.
373	I would rather have it remain the way it is. If you go to every 2 weeks, why not just go to each week? That would get the pay in people's pocket even quicker.
374	I would rather have the larger amount on my pay checks in order to pay my bills at on time on the last day of the month and use my 15th pay check for a carry over.
375	I would rather that they stay as they are
376	I would take home less each month and would be difficult to adjust my finances accordingly. Even though there will be that extra paycheck twice a year, I would still prefer to get paid twice a month.
377	I wound't want to make money tight for getting by as a single mother, if we get more paychecks the less our paychecks are going to be. Right now we get two paychecks a month. Going to the every two weeks we would get two most months with less money per month to make up for the extra checks in the pther two months.I really wouldn't want to go to the other schedule.
378	I'd rather my annual salary be divided and given to me in 24 weeks rather than 26 weeks. I realize two months you get paid 3 times in two months, but as a single mother its not worth waiting in the moths in between to get what I could've already gotten. I would get about \$112 dollars less every pay check and during the 6 months in between the longer months even that \$112 would help out. Thanks for letting us voice our opinions.
379	If it ain't broke don't fix it. Leave it alone, Some people have it set up on automatic draft and then on automatic bills pay for later use.
380	IF IT AIN'T BROKE, DON'T FIX IT!!!!!!!!!!!!!!
381	If it aint broke, why fix it! The current pay standard has been in place since I started in 1987 and it's been a fair schedule. The S.O. does have a 28 day pay cycle which I do have issues with, but it works.
382	If it's not broke it doesn't need fixing.
383	If it's not broke, don't try and fix it. I like the current setup.
384	if it's not broken it doesn;t need to be fixed.
385	If the current process is working for the multide, there is no reason to change.
386	if you had bills coming out of your check on a certain day every month it would be difficult to set it up for that amount
387	I'm already set on my ways for the 5th and end of month on pay days....
388	I'm already used to budgeting based on being paid the 1st and 15th of the month. I don't have any problem with the way it is now.
389	I'm comfortable with the pay periods the way they are and the amount I have to budget a month.
390	I'm content with the way it is; and the proposed change does not benefit me in any particular way.
391	I'm extremely satisfied with the current system.
392	I'm fine with the current system of semi-monthly
393	I'm fine with the way it is now. Don't care one way or another.
394	I'm happy with the way things work now
395	I'm resistant to change.
396	I'm used to budgeting the way it is, I dont want to change all my automatic bill-pay stuff.
397	I'm used to the current schedule and have a system to pay my bills based on that.

Attachment F: Comments made by Respondents who voted "No" or "Maybe" to the idea of bi-weekly payroll

#	If you answered No to the previous question, please explain.
398	I'm used to the current schedule, and I like the set days.
399	In a time of tight budgets, is this additional expense of switching everything really needed? While it's not a bad idea, perhaps the timing could be better?
400	In effect you would be seriously cutting everyone's paychecks. You don't get the bonus checks until later in the year and it is not really a bonus. I had every two weeks for 18 years and it is a nightmare for the scheduling on ongoing monthly expenditures. Your mortgage or rent is due at the first of the month. Now our checks are ALWAYS in our accounts by the 1st. There will be a shifting of the payday slowly over the year so that the 1st and the 15th do not sync up for billpaying. Leave it alone. It's the same amount of annual money in smaller checks. This will actually hurt those on lower incomes who are not sitting on major emergency funds to tide them over when your bills are due before you get paid. Also, rent/mortgage will consume an even greater share of those paychecks which are now smaller.
401	In order to pay bills at the 1st of the month I need all the money I can get in one paycheck,
402	In the long run it does not affect pay or benefits. It just means that we have to sign more time sheets.
403	instead of 4 hours of leave you would get 3.65 (awkward). Have bills set on 1st and 15th of month; You get a check a day or two quicker, so what?
404	Is fine the way it is now.
405	It benefits me to continue being paid semi monthly.
406	It does not affect me as I don't get paid by the "hour"
407	It doesn't really matter to me. But I want to write about another big issue since you're looking at payroll. We HAVE to turn our timesheets in the last day of the period and this is a ridiculous system. Paychecks should be 2 weeks after the pay period, not immediately after, so that timesheets aren't due on the same day the period ends. What if you're sick? On vacation and forgot? Vacation isn't a good excuse but it happens all the time. But if you planned on working and ended up at home sick, the whole damn system screws up unless you log on and do your timesheet. This is just ridiculous.
408	It has always been county custom that pay period is the 1st & 15 of each month. Our household bills and accounts are scheduled around these amounts and payment schedules.
409	It is easier for me to coordinate payment of my bills if I know I will be paid 2x per month on 1st & 15th
410	It is easier for us to keep our monthly accounting.
411	It is easier to budget knowing the same dollar is coming in each month. Monthly totals vary with bi-weekly.
412	It is easier to budget monthly bills when on a monthly or semi-monthly schedule
413	It is easier to budget, pay my mortgage, etc. if I have two checks a month on set days. I don't have to worry about whether my bi-weekly payment will be on Friday August 5 instead of July 31.
414	It is easier to keep track of my financial records with the way we currently get paid.
415	it is easier to schedule payment of monthly bills with the semi-monthly payment schedule.
416	it is harder to budget and pay bills on a bi-weekly system
417	It is harder to budget on bi-weekly pay checks.
418	It is more difficult to schedule recurring payments when paychecks don't fall on certain days.
419	It is my set of mind how we are paid now

Attachment F: Comments made by Respondents who voted "No" or "Maybe" to the idea of bi-weekly payroll

#	If you answered No to the previous question, please explain.
420	It is NOT slightly less every 2 weeks... its a SIGNIFICANT reduction in cash flow... \$200/per pay check.
421	It is too hard if you have bills that are due on a certain date each month and the date you get payed changes each month. You can't schedule payments.
422	It is unclear if timesheet will continue to match the pay period or if they will change to match it.
423	it is` just fine like it is
424	It makes budgeting for monthly bills that much more difficult
425	It makes no difference
426	It seems it would save money keeping it as it is since there is an associated cost for the extra two payment cycles. I am basicly for which ever is more cost effecient and time effecient.
427	It seems like a wast of time/money/effort to go from 24 paychecks to 26.
428	It takes longer for us to get paid and times are so much harder now. So getting it bi-weekly takes longer.
429	it works for me the way it is
430	It would be harder to pay my bills if my paychecks were bi-weekly rather than twice a month.
431	It would change my payment schedule on my mortgage and all of my other bills. I really like the semi-monthly.
432	It would interfere with my abilities and my budget to pay my bills, which come on a monthly basis. I see no benefit (at all) to the majority of employees to being paid on a bi-weekly basis. The current paycheck schedule works just fine - do not alter it.
433	It would mess up my budget.
434	It would not change my pay only make it more difficult to remember when timesheets are due and require more time to related to timesheet issues. Additionally how many employees who are used to being paid at the end of the month and have their mortgage payments withdrawn from their accounts on the 1st will be overdrawn when the nearest payday happens to fall on the 3rd and will then fail to take responsibility? These are the same people who will think they are going to make more money, getting paid what they currently do now every two weeks.
435	its easier to do timesheets around the 1st and 15th rather than every other week. id prefer to be paid once a month.
436	its easier to manage and wont require a change in dates that bills have been set up to withdraw from checking account.
437	It's fine the way it is. Current household buget is already adjusted to fit the current pay periods.
438	It's good the way it is.. I actually have bills being paid automatically b/c I know exactly when I get paid...
439	It's just of matter of reworking what bills get paid before the due date, and the majority of my bills are paid in one paycheck and the morgage in the other.
440	It's more convientant and less of a hassle as I know exactly when I'll get paid.
441	It's much easier to plan my budget (including payment of bills and expenses) and to calculate payroll deductions under the current payment schedule
442	It's much more convenient for our family or four to pay our bills on the 1st and 15th. We have daycare payments for 2 children and the way I get paid now is perfect for when we have to pay them.

Attachment F: Comments made by Respondents who voted "No" or "Maybe" to the idea of bi-weekly payroll

#	If you answered No to the previous question, please explain.
443	its not something that would really benifit to me, other than just to more checks in june and november, thats would chang anything for me, hay i no what about a raise for the fmd the ones who keep pople cool on hot days and worm in cold days, and keep these old building up, no that would be some benifit to me. thank you
444	its not that big of a deal
445	I've adjusted to this routine and would like to stay with it.
446	I've always budgeted my money monthly or semi-monthly. It works. If it ain't broke, don't fix it. Can't imagine who this would benefit. And we don't get paid overtime, we get "flexed", so that argument is bull-****.
447	I've been paid this way before and hated it. Pay days do not coordinate with bill paying. And, except for those two months each year, effectively my monthly net pay will be reduced. I am very strongly against this.
448	I've been paid twice a month for 16 years. I don't need a change.
449	I've budgeted for the pay periods we have now.
450	I've set up my bills to be paid on a 15th and the ending of the month, so changing will not work well for me.
451	I've worked here for 11 years now, and my finances are set up in a way to handle this. The reduced \$ I would see in my paycheck would feel like a cut in income, and the rare 3rd week of "bonus" money would be just that - a bonus that would be spent in a frivolous manner, sort of like when I receive my County longevity pay and my Prosecutor Longevity Pay.
452	Just doesn't interest me.
453	Just eliminate the 28 day cycle and figure overtime weekly.
454	just leave it alone
455	Just leave it alone.
456	Just prefer as is now
457	just prefer being paid on the 15th and 30th
458	just prefer semi-monthly so I can make my funds stretch out longer.
459	keep it like it is-- no change to the payroll
460	keep the pay the same
461	Knowing paycheck total helps with personal budgeting and with direct deposit pay is usually in my account a day or two prior to actual payday.
462	leave as it is...if you change, employees will have less to take home now and they will have the same amount of bills to pay...this could and will cause those earning less and living from payday to payday to be hit hard. This won't benefit the majority of employees...only those that ear alot.
463	leave hours would have to be entered more often so more of a workload issue
464	leave it alone
465	Leave it as it is - Thanks!!
466	Less amounts during pay period.
467	Less money available each month except June and November.
468	Less money on my paycheck, less time accured at one time
469	LESS PAY ON EACH PAYCHECK. I NEED MY PAYCHECKS TO COME IN ON THE 15TH AND LAST DAY OF THE MONTH BECAUSE OF HOW MY BILLS ARE MANAGED.
470	less take home money per month.

Attachment F: Comments made by Respondents who voted "No" or "Maybe" to the idea of bi-weekly payroll

#	If you answered No to the previous question, please explain.
471	like consistent checks
472	like having same amount each time
473	Like having set payday's.
474	Like it like it is
475	like it the way it is.
476	Like knowing exact amount and date my money will be available. 1st, 15th, 30th, etc. of every single month. Ease of establishing automatic bill pay.
477	Like most employees, my bills are currently set up as a 1st and 15th payment schedule.
478	Like paycheck at last day of month so rent will be on time.
479	like that pay scale now
480	Like the consistency
481	like the current schedule
482	Like the current system
483	like the present way
484	
485	loss of funds
486	m
487	MAKE CHECKS SMALLER.
488	Make life & the processing of pay EASIER and CHEAPER. The fewer the better. I'd prefer MONTHLY pay over the current system.
489	Many employees like myself are set at a budget that we have scheduled for our required PERSONAL FAMILY/needs.
490	Many of my bills are timed to coordinate with current pay schedule. I also think having time sheets always coming due on Fridays will result in problems because many people are out on Fridays.
491	Messes up my cuurent financial obilgations.
492	Might mess up my dirc
493	Money is less and I would have to wait for the two months just to compensate the shortage from pay. Can't afford to have shortage of check
494	Monthly bills are already set up and automatically deducted from my bank account. I would have to make arrangements to get this changed.
495	Monthly budgeting is easier when 2 paychecks per month can be counted on.
496	more personal: Bills are paid evenly & regularly with current system. Changing to bi-weekly involves more coordination on which paycheck will pay which bills at which time. Current system really works for me, than when I worked elsewhere with bi-weekly pay.
497	Most of existing employees have already based there finances on the current pay cycle including myself.
498	Most of us are ok with the Semi-Monthly pay period because our rent or mortgage is due on the first of the month, and getting paid on the last day of the month allows us to pay our rent/mortgages on time instead of having to carefully balance our pay period when it perhaps would end up on the 5th or any other date other than the 30th or last day of the month before our rent is due. It is more beneficial and somewhat logical to have our pay periods on the 15th and the last day of the month.
499	Much easier to keep track on bi-monthly basis. Bi-weekly seems too time consuming.

Attachment F: Comments made by Respondents who voted "No" or "Maybe" to the idea of bi-weekly payroll

#	If you answered No to the previous question, please explain.
500	My auto bill payments are based on the pay period cycle falling on the 15th and last day and the amount of the pay.
501	My billings come at the same time every month. I do not want to chnag my current process.
502	My bills are all set up for payment by our present pay dates.
503	My bills are auto deducted from my checking account according to my pay periods
504	My bills are auto drafted on the 15th and 30th of each month.
505	My bills are based around my bi monthly pay periods.
506	My bills are based on my paychecks now, not the LOWER bi-weekly checks!
507	my bills are based on the 1st and 15th paydays. My family would suffer a sign. hardship if we lost any funds to allow for the bi-weekly. I would have to choose what bills would get paid and then try to make it up later on in the year. When the 3 paydays arrived. This is a terrable idea!!!! I cannot base my life on the pay of others. So, it appears, that the Co. has already decided to push this through and probably because they and not us will benifit from it! Or you would not offer counselling! We are already suffering from the economy and now we have to look forward to getting less each payday. We have enough on our plates to deal with!
508	My bills are due every month and my mortgage company will not wait for the 2 months per year to pay the balance I owe them left over from the 10 months I had to make partial payments.
509	My bills are due on 1st and 15th I set them up and it came with a cost to do it that way so they would fall due on the County paydays. Also, we get paid 26 weeks the change will be 24 weeks. For the Civilian employees that dont get yearly raises like the officers or correction officers, you are asking them to take a cut in pay to make this work. The clerks and office specialist dont make much already and you want to decrease there pay.
510	My bills are due on certain days and also do not want a decrease in my paycheck
511	My bills are monthly so the choice between every 14 days or every 15.7 days (on average) is moot. Also, I would think there is a cost associated with each payroll cycle. Why would the county want to increase costs?
512	My bills are monthly, I would like my pay to be monthly too.
513	MY BILLS ARE NOW SET FOR GETTING PAID ON THE 15TH AND 30/31ST. MY BUDGET IS SET FOR THE SAME.
514	My bills are on a 1st and 15th payment schedule.
515	My bills are paid according to the semi-monthly schedule.
516	My bills are scheduled according to the current amount.
517	My bills are set to the way I get paid now.
518	MY BILLS ARE SET UP FOR 1ST AND 15 TH. GETTING LESS MONEY SOME MONTHS COULD PRESENT PROBLEMS.
519	my bills are set up for the 1st & 15th
520	My bills are set up to be paid at the begining and middle of the month. I would make it more confusing.
521	My bills are set up to be paid on this schedule.
522	My bills are set up to pay automatically on the 1st and 15th.
523	My bills are set up to where I pay them at the very end of the month and then the rest on the 15th.
524	my bills are to the fifteen and the thirtieth i per to keep pay this way also.

Attachment F: Comments made by Respondents who voted "No" or "Maybe" to the idea of bi-weekly payroll

#	If you answered No to the previous question, please explain.
525	my bills come in on the 1st and 15 just works better for me.
526	my bills, especially big ones like mortgage, car, insurance & utilities, come due monthly, not bi-weekly. Budgeting monthly bills against biweekly income is very difficult. With the current system, I can count on having cash on hand for these major expenses because I can rely on being paid right before they are due. Also, instead of being able to track my leave accruals & balances in easy increments (such as whole or half hours) leave would accrue in 100ths of an hour. Not easy to do the math in your head.
527	My bills.
528	My budget
529	My budget is already set with getting pd on the 1st & 15th.
530	My budget is based on receiving pay semi monthly and the decrease in the pay amount will be detrimental to me, although getting a third check twice a year, this would be hard to budget for and most likely go to waste.
531	My budget is dependant on the system that we have in place now.
532	My budget is set on getting paid 2 times a months. I understand I would be paid the same on a yearly basis, but my monthly expenses require that I have a certain amount of cash on the 1st and 15th of every month.
533	My budget is tight. I have payments set up based on being paid at the same time each month. Every two weeks schedule doesn't assure that money will be in the bank on the same day each month. For example My mortgage is deducted on the 5th of each month because I know that I will be paid on the last day of the month. A two week schedule would make me very nervous.
534	My budgeting is set up for the bi-monthly pay, w/ automatic deductions from my checking account set around pay days. If it was switched, a bill could come due & sufficient money would not be in my account, which would lead to charges for overdrafts, etc.
535	My current budget is centered around receiving 2 paychecks per month.
536	My entire budget is set up based on our current pay schedule and this would only cause me to have to reorganize with no real advantage to it.
537	My expenses are based on monthly payments so I would not benefit from bi-weekly pay.
538	My financial responsibilities, including payroll deductions for loans, are set up based on a semi-monthly basis.
539	My household bills and expenses are now carefully calibrated to their due dates; this is my personal reason for wanting to keep 24 pay periods annually. Telling people that they can have money faster allows them to spend it faster. This isn't in the best interest of people's budgeting. Learning to live within a budget is the hallmark of an adult.
540	My husband gets paid by weekly and it makes it very hard to manage paying bills. Knowing the exact dates (1st & 15th) make managing your budget much easier.
541	My pay periods are in sync w/my bills.
542	My payment plans might be affected
543	My payments or setup at the 1st & 15th.
544	My personal bills have been coordinated to match receiving paychecks on 15th and last day of the month.
545	My position has to review the pay of many other employees and this would greatly increase my work load through the year.
546	My rough figures show that my paycheck would be significantly reduced (not slightly) by splitting it into 26 pay periods. I would prefer to have the 24 checks with more pay than 26 checks of lesser amount.

Attachment F: Comments made by Respondents who voted "No" or "Maybe" to the idea of bi-weekly payroll

#	If you answered No to the previous question, please explain.
547	My wife's income is unpredictable and I rely on the income that I currently make, anything less would force me to struggle even more.
548	n
549	N/A
550	N/A
551	NA
552	Need to be better informed about the situation.
553	Need to know how much less pay check would be
554	need to know more
555	no
556	no difference to me
557	No need to change, already have budget/bills set up
558	No reason
559	NONE
560	Not broke....why fix it!
561	not broke...dont fix
562	Not conducive to paying monthly bills on time
563	not interested in change
564	NOthing wrong with current system. the money is the same will have to fill out time sheets more often.
565	Now I know what day I get paid. I don't think I would remember otherwise
566	OK with current system. The leave accruals are much simpler.
567	On a fixed monthly budget, and the lower check would have an impact on that.
568	on a set budget already
569	On many pay periods (for the every two weeks cycle), the pay period would fall on the weekend. This would cause a longer delay in getting the following paycheck. Plus this will move the pay periods to every day through out the week, through out the year. I like to have it a bit simpler to plan on.
570	online bill payments set up specifically to accomodate current pay system. Not easy to change some of them.
571	Our family has our budget calculated for our current billing cycles. It would be an adjustment and not sure how long before we get it together and used to is.
572	Pay amount would be reduced. Even though it is the same in the long run, I'm already adjusted to the amount I receive now.
573	pay amounts would be slightly less because there are 26 payments rather than 24. June and November for example are 3 payments. Benefits,leave and deductions would be divided by 26 instead of 24.
574	Pay bills on 1st and 15th. Everything set up that way.
575	Pay must stay the same.
576	pay schedule based on month conforms to all debits one has -- credit card payments, utility payments, etc. Getting paid on a monthly basis makes it easier to know that the money will be there; that you can schedule you debits to coincide with your credits..
577	Payment of bills has already been arranged
578	payment twice a month fits my bill-paying schedule and lifestyle, provides certainty as to amount.
579	PAYMENTS SET UP ON A 1ST AND 15TH SCHEDULE.
580	payroll deductions including 401k easier to maintain and control on a semi monthly basis

Attachment F: Comments made by Respondents who voted "No" or "Maybe" to the idea of bi-weekly payroll

#	If you answered No to the previous question, please explain.
581	Perfer the twice per month format. It makes it easier to plan for bill paying.
582	Personal bills and payments are already setup to accomodate a twice a month pay system.
583	Personal mothly budgets work better on two full checks a month
584	Personal preference
585	Prefer amount of paychecks to remain the same, twice a month and not decrease amounts of each check.
586	Prefer current pay cycle
587	Prefer current system. I receive no overtime pay.
588	Prefer pay like it is currently
589	Prefer semi-monthly payroll twice per month.
590	prefer to be paid on same days each month for budgeting purposes and money management
591	present pay system works for me
592	Preset withdrawals from checking account could be effected.
593	Reason #1- I don't think like that the pay would be slightly less even though I understand nothing is being taken away. You would still get them in (ex: June and November 2012) Reason#2- I don't think it would be a good idea for the employees who depend on that check at the end of the month so that they may pay mortgage, rent, etc. on time.
594	recalculating time, readjusting payments, less of a take home amount.
595	Requires additional time sheet entry.
596	See below
597	semi monthly works for me
598	Semi-monthly allows me to budget my bill paying.
599	Semi-monthly allows me to plan my bill paying options easier.
600	Semi-monthly makes it easier to budget and know *exactly* when we are getting paid.
601	Semi-monthly makes it easier to schedule and pay bills.
602	set ways
603	smaller check...too long of a wait for the 3 paycheck month
604	Such a change would cause extreme hardship on electronic payments I have set up to cover all my bills.
605	SYSTEM WORKS AS IT IS.
606	taking away the 24 pay period would cause a financial hardship for many, myself included.
607	the 8.26% extra workload you will impose on the payroll personnel is not outweighed by any apparent monetary benefit to employees. Having to go through the payroll process (collecting timesheet information, inputting into the computer, answering employee questions, sending paychecks) 2 additional times each year just adds work to an already busy staff. The awkward racking of overtime on a semi-monthly payroll is something employees just have to accept. Find something else to change and leave our payroll alone.
608	The amount that we receive in each paycheck. I already have a buget that includes the current amount that we get paid. If it is changed, the amount we get paid per check will decrease. We who have to live paycheck to paycheck depend on as much amount as we can get.
609	The bi-monthly system is neater, easier to understand, and planning/budgeting are easier with each paycheck being the same amount.
610	The change wouldn't impact me one way or the other, so I'd just as soon keep things the way they are.
611	The current pay cycle works, please do not fix what is not broken.

Attachment F: Comments made by Respondents who voted "No" or "Maybe" to the idea of bi-weekly payroll

#	If you answered No to the previous question, please explain.
612	The current schedule is already basically bi-weekly. I know exactly when to expect my OT pay; there is no long wait. Getting paid "less" each paycheck will only mess up my current payment schedule for my bills.
613	The current system provides more stability with regard to monthly budgeting.
614	The current system works fine
615	The cycle would create confusion to those that are accustomed to having the current distribution and those that have automatic draft set up with the current system. It would also create more work for the admin staff.
616	The decreased level is each check is not preferable and would cause difficult with making sure bills are paid timely.
617	the difference is minimal and I support the most cost effective method for pay distribution not the most convenient to employees
618	the effect on overtime accrual (flex time) & less on each paycheck
619	the extra paychecks are neat but the other 10 months of the year I'll be bringing home \$424 less per month. This is half my mortgage! does this mean that people paying child support will pay 50% more on the 2 months that have extra paychecks?
620	The list included no cost saving benefit for the County-I see no need to spend the money to change something that is currently working when it could be applied to more direct benefits (decreased insurance-pay raises)
621	The majority of my bills are due on the first and the fifteenth of the month.
622	The monthly fiscal impact to my family would be too large. Both incomes in my household work for Travis County. It would be in excess of \$500 per month less after taxes.
623	The months where I would be receiving only two checks would be a struggle for me. My position does not allow for over time so getting paid every week would not be beneficial.
624	The months where we received 3 paychecks may cause problems for me when paying morgage and other large bills.
625	the paychecks will be significantly less, not slightly less; I feel this survey will mislead people into voting for bi-weekly, and then they will be stuck with it and be unhappy with it
626	The proposed way is less consistant and less orginized
627	The reduction in pay per check.
628	The rotating pay schedule would mess up my "auto-pay" payments that are set up with my bank accounts. I have them set up to auto-deduct on the 2nd and 16th of each month-- SET DATES! Also, I would rather have MORE money each check 24 times per year (because we are already used to it!), as opposed to LESS money 26 times per year.
629	the system is working just fine for 20 years for me. why fix what isn't broken.
630	The system the way it is now works perfect for me and I do not want it to change. My bill paying and income work together perfect with the system the way it is.
631	The system works fine the way it is. If it ain't broke don't fix it. I have my finances securely set around the dates on which I get paid. Changing the pay policy would be too much of a hassle for what I see as little to gain.
632	THE SYSTEM WORKS JUST FINE AS IT IS. THE CHANGE INVOLVES A LOT OF WORK FOR VERY LITTLE GAIN.

Attachment F: Comments made by Respondents who voted "No" or "Maybe" to the idea of bi-weekly payroll

#	If you answered No to the previous question, please explain.
633	The timing of payments would be irregular and uncertain. The cost of doing an additional payroll is unwarranted. It would mean a lot of extra work to make sure that the money was in the bank when the mortgage or regular payments were due. It would cause a lot of extra work to revise the sick and vacation accrual policies unless you are planning on increasing the allowances for these by 4 hours sick and the appropriate amount of vacation based on longevity.
634	the way all my bills come in, this way works better for me
635	The way it is now is easier to keep track. Every 2 weeks, will cause confusion.
636	The way the pay is now fixes the time I need to pay my bills.
637	There are many individuals here that live paycheck to paycheck. If you take away part of the pay that they are accustomed to having they will be coming up short to take care of their families or bills. Even though they will receive the pay at the end of the year the cut in pay for the month could be devastating.
638	There is no advantage to it.
639	There is not enough benefit for the change. If the pay was weekly, then maybe. But there isn't enough difference between 24 and 26.
640	There is nothing wrong with the current method.
641	There is nothing wrong with the current system. Changing makes no sense.
642	There is nothing wrong with the payroll cycle as it stands. There is a set amount an employee is paid each pay period along with set hours of vacation and sick which we all have become accustomed to. I personally have my bills set on a specific schedule and do not wish to be inconvenienced having to reschedule my bill payments with this change.
643	There seems to be no rationale for going to 26 week pay period other than logistics. More work, less efficient. Not a good idea nor plan.
644	there would be a significant difference in the amount of my pay, that I feel would affect my budget significantly.
645	This change will screw up my budget.
646	This is a very biased survey and does not give enough information in the intro or enough choices under each question.
647	this timing of pay works well for me
648	This will affect my deductions. The 1st and last day paydays are great as they are.
649	This will have a significant impact on my ability to pay my bills 10 months out of the year, unless you start the program in the month we would receive 3 paychecks. Going to 26 payperiod means for 10 months of the year, I will receive \$400 less a month. My husband also works for the County so that will result in my household receiving \$1200 less a month. Again the program would have to start in a month when we would receive 3 paychecks for this to work right.
650	This will negatively impact leave totals for the majority of employees.
651	This will require me to adjust my car payments coming out and all and I see no benefit to me as the employee. Pay quicker or slower does not get me more pay. And your survey say they will automatically pay overtime which is untrue. They can still change my schedule and flex me out.
652	This would create additional work for HR for what benefit?--to process two additional payrolls each year? When our county is faced with other payroll issues (like not having a time card check in system for corrections officers at the jail), this should NOT be a priority.

g2

Attachment F: Comments made by Respondents who voted "No" or "Maybe" to the idea of bi-weekly payroll

#	If you answered No to the previous question, please explain.
653	This would create budget issues for staff.
654	this would not be conducive to my pay outs monthly
655	This would not work with my budget.
656	too difficult to adjust for when mortgage, rent or other payments are due. not worth the hassle. It doesn't benefit anyone. ADVERSELY, it creates two more payroll periods for various administrators, the auditor and HR to have to deal with. BAD IDEA.....
657	too many bills are due on or near the 1st and the 15th. my automatic bill payments would get messed up.
658	Twice a month allows you to manage your money better.
659	Twice a month fits perfectly in how I budget. Plus I don't need my check going down with every thing else going up.
660	Twice a month helps me budget better.
661	TWICE A MONTH IS EASIER TO PLAN FOR INSTEAD OF EVERY TWO WEEKS
662	two week paid
663	Unless there ia a substantial benefir to the county; I would like things to saty as they are. Otherwise I might have to make other adjustments in my budget ie: scheduled monthly payments from my bank account already set for the bi-monthly direct deposits. If the only real benefit for me is "having my money sooner" then I vote no.
664	used to the 1st and 15th.
665	Want consistent monthly pay check
666	Waste of my time. Will cause more work for supervisors. Could cost us overtime.
667	we already have employees that don't know how to budget their money when they know that it's coming in the 15th and end of the month. And if people have automatic payments coming out many employees would end up not being able to manage this situation.
668	We have a system that currently works. If we go to a bi-weekly pay system I think you will find people will have to readjust thier spending habits and maybe even change the way they do bills. Also the last
669	WE WOULD HAVE LESS PAY PER PAYCHECK AND MANY EMPLOYEES BAIRLY MAKE IT AS IT IS NOW AND WOULD HAVE PROBLEMS MAKING IT WITH LESS
670	We would have to change our PayClock software to the new system and run reports more often.
671	We would lose \$250 every payday, so the only one's saving money on this would be the County. This is based on a \$5000 a month income. If you look at question #7, you already know this is going to be a problem that's why you offering free classes.
672	What we have now, is fine with me.
673	What will it cost us (Travis County). What will we gain from this change? If the savings is greater than the cost then i will consider the change.
674	why change a good thing
675	why change something that already works!!!!
676	Why change something that works.
677	Why change? It is working for me the way it is. I have scheduled my bill payments according to the current method.
678	Why change??? I do not see the positive side.

Attachment F: Comments made by Respondents who voted "No" or "Maybe" to the idea of bi-weekly payroll

# If you answered No to the previous question, please explain.	
679	Why would I want a smaller pay check each pay period to only extend the number of payments received? I like having more money each pay period and knowing exactly when pay is to be received; 1st and 15th. With the change, I will have to modify my budget; house, credit cards, child support payments, to accomodate the county and not me, plus every year I will have pre-plan when payments are issued the payroll date will be a rolling date year after year. I don't see this effort benefiting the employee.
680	WILL CAUSE I ALREADY GOT MY PAYMENTS PLAN ON THOSE DAYS ALREADY
681	Will not work with my bill due dates
682	Without providing a higher income to employees, the change to bi-weekly would add costs.
683	works for me just fine now
684	Would be difficult to change all the bills I have to pay ay the beginning of the month
685	Would be hard on my budget. I have contracts to eliminate debt, so everything is accounted for at this time.
686	would effect my automatic withdrawls for mortgages, car payments etc....i would totally have to restructure my household budget. This would require lots of phone calls and time. Why change something that is not broke?
687	would not like
688	Would prefer same amout every pay period
689	0
690	!
691
692

Attachment G: Payroll Administrator Comments

#	Please share your thoughts or comments on bi-weekly payroll from the perspective of a payroll administrator
1	Adds time to the busy work schedule.
2	Employees would find it easier to understand and appreciate not having to worry about the split week. Supervisors would love that as well. We get a lot of corrections because of the split week and it also affects billings when we do work for other governmental entities.
3	Great Idea. However, as with any change, this will take time for employees to grasp, please allow plenty of lead time before implementing.
4	I am not really sure how it would affect me. I will do what ever is need to make bi-weekly pay work. I think after the first monthly the employees will like it.
5	I think it erases majority of confusion for employee's as far as the pay being 2 weeks behind.
6	I think the bi-weekly sysem will allow for consistency and accuracy in determining hours work. Eliminates the possibility of miss representing hours worked on in a pay period.
7	I would prefer the payroll to be semi-monthly. I like the way it is now and don't see the reason for a change.
8	it dont matter
9	It may seem insignificant but two extra payroll periods make a different when it is difficult getting timesheet and leave requests on time.
10	It will make it easier for me and those individuals who don't work Mon-Fri. It will not be easier for those late night employees who work through Friday pay day, i.e. putting in time worked for that particular day.
11	It would be simpler, but there would be more pay periods.
12	It would mean having to do payroll more often and constantly having to remind everyone that it is time for payroll again...
13	It's creating more work and more room for error for temporary part-time employes.
14	less questions & confusion from employees especially when it comes to their overtime.
15	Let's get it started!
16	More complicated for me to keep up with
17	more work
18	More work on our part -
19	More work, more frequently, more time consuming
20	More work.
21	No change in what I do now
22	no comment
23	Out of 57 employees, 51 are hourly. I am constinently explaining to them why the OT was not on a check or having to go back to the previous payperiod to look at the last week to see if there is OT. Easier to explain and for them to understand. Easier and faster to process if I am not having to pull previous timesheets to verify.
24	Payroll checks and timesheets/are due every other Friday.
25	payroll is payroll....
26	Prefer a once a month pay date.
27	regular intervals are easier for time management
28	Sounds like a good change for me.
29	Sounds like more work for the payroll administrator. Sometimes getting the employees to get their timesheets in on the 1st and the 15th is hard enough. Now it's going to be all over the place with trying to get them to remember when they need to do their timesheets. No set dates.

Attachment H: Payroll Deductions and Add Pays--Bi-Weekly Payroll Analysis

	Deduction/Add Pay	Count	Treatment with Bi-Weekly Payroll
Bi-Weekly Tax Tables			
	Federal Income Tax		Use bi-weekly tax tables
Employee May Change			
	Additional Income Tax Withholding		Employee may wish to submit a new W4 to adjust additional withholding to bi-weekly payroll
	457 Plan Deferred Compensation	1886	Employee may wish to change their deduction to coincide with bi-weekly payroll if the desire is to have a set annual amount (catch up provisions)
Percentage of Income; would automatically adjust to bi-weekly amount			
	Social Security		In 2011, is 4.2% of income. In 2012 will revert to 6.2% of income
	Medicare		No change; is 1.45 % of income
	Retirement		No change; is 7% of income
	Student Loans	31	Calculated as 15 % of income
	Other Federal Garnishments	21	Calculated as a % of income
Court Ordered Garnishments			
	Child Support	277	Use bi-weekly payment amount from the court order
	Bankruptcy	28	Use bi-weekly payment amount from the court order
	Federal IRS Levy	5	Use bi-weekly table for calculation of deduction amount
	IRS Payment Plans	16	IRS allows adjustment to payment amount based on the new payroll period for Form 2159 Payroll Deduction Agreement
Insurance			
	Health Insurance		Rates would be adjusted to bi-weekly payment amount
	Life Insurance		Rates would be adjusted to bi-weekly payment amount
	Supplemental Life Insurance		Rates would be adjusted to bi-weekly payment amount
	Dependent Life Insurance		Rates would be adjusted to bi-weekly payment amount
	Short Term Disability		Rates would be adjusted to bi-weekly payment amount
	Long Term Disability		Rates would be adjusted to bi-weekly payment amount
	AD & D Insurance		Rates would be adjusted to bi-weekly payment amount
FSA			
	Flexible Spending Account (Medical and Dependant Care)	1097	Balance remaining for plan year would be divided by remaining pay periods in plan year. Travis County may wish to waive or change minimum annual deduction from \$240 to \$260
TSA			
	Transportation Spending Account	22	Monthly deduction would not change; deduction would stop when maximum \$ amount reached. Alternately, employee could modify deduction amount.
Charity			
	Charity	352	Treatment uncertain; if deduction cannot be adjusted it would not be taken on the 3rd check in a month.
	457 Plan Loan Payments	264	Employee may elect to modify loan; deduction may remain the same but not be taken on the 3rd check in a month.
	Union Dues	1601	Treatment uncertain; unions may agree to modify their dues structure to accommodate bi-weekly payroll
	Credit Union	500	Treatment uncertain; deduction may remain the same but not be taken on the 3rd check in a month.
CSCD			
	State Insurance Plans	263	Deduction amount is set; second pay period of month.
Add Pays			
	Certification Pay, Cell Phone Allowance, Bi-Lingual Pay, etc.		All add pays would be adjusted to bi-weekly payment amount

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Travis County Commissioners Court Agenda Request

Meeting Date: 8/23/2011, 9:00 AM, Voting Session

Prepared By: John Carr, Facilities Management, 854-4772

Elected/Appointed Official/Dept. Head: Roger El Khoury, M.S., P.E., 854-4579

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on Amendment to Lease with Dwyer Murphy Calvert L.L.P. at the 700 Lavaca Building for Mutual Termination as of September 15, 2011.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

On August 2, 2011, the Commissioners Court gave the County Attorney's Office and Facilities Management Department (FMD) direction to continue to negotiate a mutual termination agreement with Dwyer Murphy Calvert to split the amount owed during the remaining period of the rest of the lease period. This early termination of the lease was presented to Dwyer Murphy Calvert as the second amendment to the lease and would provide for termination of the lease on September 15, 2011. Dwyer Murphy Calvert approved the amendment and will pay the County \$8,849.25 on or before September 15, 2011. The amendment to the lease agreement terminating the lease as of September 15, 2011 is attached.

STAFF RECOMMENDATIONS:

FMD recommends approval of the second amendment to the lease agreement with Dwyer Murphy Calvert L.L.P.

ISSUES AND OPPORTUNITIES:

FMD coordinated with John Hille with the County Attorney's Office on the development of this lease amendment. The tenant is in agreement with the amendment and has signed it on August 15, 2011. Upon approval of the agreement, the tenant will vacate the premises on September 15, 2011 and pay the County \$8,849.25, an amount equal to one half of the Fixed Minimum Rent for the remaining 4.5 months of the lease.

FISCAL IMPACT AND SOURCE OF FUNDING:

This early termination of the lease will result in loss of \$8,849.25 of revenue.

REQUIRED AUTHORIZATIONS:

John Hille, County Attorney's Office, 854-9642

SECOND AMENDMENT TO LEASE AGREEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

This Amendment to Lease is made and entered into by and between Travis County, Texas (“County”) and Dwyer Murphy Calvert L.L.P., (“Tenant”).

WHEREAS, Tenant and Travis Realty Corp. entered into a certain Lease Agreement dated September 11, 2006, (the “Lease”) for space consisting of approximately 3,312 rentable square feet (the “Leased Premises”) in the Building located at 700 Lavaca Street, Austin, Texas, and, as amended on December 15, 2006.

WHEREAS, County purchased the Building from Travis Realty Corp., subject to the Lease; and

WHEREAS, County and Tenant desire to mutually terminate the Lease as of September 15, 2011;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Tenant agree as follows:

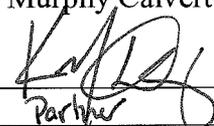
1. Tenant will return to County the Leased Premises, and all of Tenant’s rights to the space at 5:00 pm on September 15, 2011. Tenant will continue to pay all lease obligations through September 15, 2011. The County grants to its Property Manager, Sentinel Real Estate Corporation, the limited right to allow Tenant to store furniture or equipment in the Premises until September 30, 2011 if Tenant requests additional time.
2. In consideration of the County allowing Tenant to leave before the end of the Lease Term, Tenant will pay to County \$8,849.25, on or before September 15, 2011, an amount equal to one half of the Fixed Minimum Rent for the remaining 4.5 months of the lease.
3. Upon completion of Tenant’s obligations through September 15, 2011, this lease shall terminate.

IN WITNESS WHEREOF, County and Tenant have executed this Amendment effective as of the later date set forth below.

LANDLORD:
Travis County, Texas

TENANT:
Dwyer Murphy Calvert L.L.P.

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

By:  _____
Title: Parthiv _____
Date: 8/15/2011 _____



Travis County Commissioners Court Agenda Request

Meeting Date: August 23, 2011

Prepared By/Phone Number: Kristy Vargas, Executive Assistant, 44753

Elected/Appointed Official/Dept. Head: Roger Jefferies, County Executive, Justice and Public Safety – 854-4415

Commissioners Court Sponsor: Samuel Biscoe, County Judge

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO CONSIDER PROJECT RECOVERY DURING THE BUDGET MARK-UP PROCESS FOR INCLUSION IN THE FY 2012 BUDGET.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached memo.

STAFF RECOMMENDATIONS:

See attached memo.

ISSUES AND OPPORTUNITIES:

See attached memo.

FISCAL IMPACT AND SOURCE OF FUNDING:

See attached memo.

REQUIRED AUTHORIZATIONS:

Judge Nancy Hohengarten, 854-9676

Debra Hale, Criminal Courts Administration, 854-9244

David Escamilla, County Attorney, 854-9415

Susan Spataro, Auditor Office, 854-9125

Cyd Grimes, Purchasing Office, 854-9700

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



JUSTICE & PUBLIC SAFETY DIVISION

Roger Jefferies, County Executive

P.O. Box 1748 Austin, Texas 78767 Phone (512) 854-4415 Fax (512) 854-4417

Criminal Justice Planning
Roger Jefferies
(512) 854-4415

Counseling & Education Services
Caryl Colburn
(512) 854-9540

Juvenile Public Defender
Kameron D. Johnson
(512) 854-4128

Date: 18 August 2011

To: Sam Biscoe, County Judge
Ron Davis, Commissioner, Precinct 1
Sarah Eckhardt, Commissioner Precinct 2
Karen Huber, Commissioner, Precinct 3
Margaret Gomez, Commissioner, Precinct 4

From: Roger Jefferies, County Executive, Justice and Public Safety

A handwritten signature in black ink, appearing to be "RJ", written over the "From:" line.

Subject: Proposed Changes to Project Recovery and Request for FY 2012 Funding

We are respectfully requesting that \$150,000 in funding for Project Recovery be considered during the FY2012 budget mark-up session for inclusion in the FY 2012 budget.

Project Recovery is a jail diversion strategy begun in 2006 for mentally ill, chronic inebriate individuals who have repeated and historically high-cost contact with the criminal justice system. This has been collaborative effort among Austin/ Travis County Integral Care (ATCIC), the City of Austin, County Court at Law #5, and Travis County. Project Recovery has been jointly-funded between the City of Austin's Downtown Community Court (DACC) and CJP, and contracts with ATCIC for services.

Project Recovery has been a six-month program, serving individuals who have been charged with Public Intoxication and have repeated and historically high-cost contact with the criminal justice system in misdemeanors cases. Defendants in the current program are adjudicated in a specialized docket in County Court at Law #5.

Most program participants are mentally ill and have co-occurring substance use disorders. Participants selected for this program have been arrested multiple times over a lengthy period of time, cycling in and out of jail on a regular basis and consuming an inordinate number of jail bed days. These individuals are also heavy users of hospital emergency rooms and are generally homeless.

In April 2011, the DACC ran a comparison of offenders against the Travis County mental health docket list. Seventy-five of the top 280 DACC frequent offenders (offenders with 25 or more DACC cases and an active case within the last two years) appear on the Travis County list. When comparing the first 100 names on the Travis County mental health docket by most bookings, 61 percent have had cases at DACC. DACC estimates that its frequent offender group consumed over 50 percent of the DACC's fiscal resources in 2009.

Since its inception in 2006 through December 2010 (the most recent statistics available), the program has had a total of 149 participants. Of these individuals, approximately 12% have not been re-arrested since their admission into Project Recovery. Of the individuals who have been re-arrested (88% of program participants), the number of arrests dropped from an average of 9.74 per participant in the year *prior* to program admission to an average of 5.74 arrests per participant in the year *after* program admission. Due to the highly recidivistic nature of Project Recovery participants (and this population, as a whole), as well as their severe addiction and mental illness, "success" has been measured differently than for participants in other treatment programs. A reduction in the frequency of arrests has been considered a success.

In FY09, 27 of 62 clients (43.5%) successfully completed the residential portion of Project Recovery and entered the aftercare portion of the program. In FY10, 23 out of 50 clients (46.0%) successfully completed the residential portion of Project Recovery and entered the aftercare portion of the program.

While the above results by themselves are satisfactory, a more expansive view has produced mixed reviews. For FY10 Project Recovery served 21 individuals in the aftercare program with 9 clients successfully completing. Thus far in FY11, Project Recovery has completed aftercare service for 14 individuals with 6 being successful.

Project Recovery stakeholders (ATCIC, DACC, County Court at Law #5, and CJP) have acknowledged the need for better performance metrics and program outcomes and are proposing the following changes in FY 2012.

Current Project Recovery -

1. Acceptance is based strictly on enhanced PI charge.
2. Treatment emphasis has been on substance use, with light mental health treatment.
3. The City provided funds for in-patient treatment, the County provides funds for aftercare.

4. The high costs associated with low participation in aftercare was cited by PBO as reason not to recommend funding in FY 12.

Proposed Project Recovery in FY '12 -

1. There will no longer be a Project Recovery specific docket. Referrals will come from the misdemeanor mental health docket or Downtown Austin Community Court. DACC will serve as the coordinator of admissions.
2. Acceptance into the program will be based on a three tier system that will prioritize frequent users of both courts. Tier I will consist of DACC frequent offenders with more than 25 DACC cases and an active DACC case within the last two years, and/or individuals identified by the County Court having the top 100 highest number of bookings. Tier II will consist of DACC defendants with 15-24 cases and/or individuals with multiple appearances at Travis County Court at Law #5, and Tier III will consist of any individual with a case history at both courts.
3. Once frequent users are prioritized into a tier, clinical staff will use an evidence based assessment tool to select those who would most benefit from the treatment model.
4. The level/intensity of mental health treatment will be increased due to available resources at the new location at ATCIC's 15th street facility.
5. The City and County will blend their monies (\$393,427 and \$150,000, respectively) as opposed to funding specific program components of the program, and both funding entities will evaluate the effectiveness of the program as a whole.
6. Access to existing and proposed units of permanent supportive housing, as well as emergency transitional housing is anticipated to increase participation in aftercare.
7. The new program has an increase in performance output measures and periodic evaluations of outcomes (please see chart on page 21 of the proposed interlocal).
8. The new and improved program is projected to serve 40 clients.

Project Recovery stakeholders recently met to revisit the mission of the program and updated it as follows:

The mission of Project Recovery is to reduce criminal justice involvement and sustain recovery for high risk, high need frequent offenders through integrated treatment and wrap around services.

Project Recovery will provide opportunities for stability and a treatment option for mentally ill, substance users who frequent the County's jail. This treatment model is an essential component of the wraparound services needed for this population.

We anticipate that by adopting best-practices of evidence-based, cognitive treatment modalities, coupled with individualized treatment plans specific to client risks and needs, services offered by the revised Project Recovery will reduce the high number of arrests and stays in jail for these targeted individuals.

Forwarded for your consideration.

INTERLOCAL COOPERATION AGREEMENT

EXHIBIT B

PERFORMANCE MEASURES FOR ACCOUNTING PROJECT RECOVERY

Number of clients served in residential at Project Recovery
Number of clients successfully completing residential treatment at Project Recovery
Number of unduplicated clients in Forensic Aftercare Services
Number of clients successfully completing Forensic Assertive Community Treatment (FACT) aftercare services
Percent of clients successfully completing residential treatment at Project Recovery
Total Number of clients admitted into residential treatment
Number of screenings for DACC referrals
Number of screenings for Travis County referrals
Number of hours of services provided (*Travis County Request)
Percent of clients showing reduction in jail beds used; one month pretest versus one month posttest.(Travis County feedback requested)
Percent of clients who have obtained a picture ID
Percent of clients who have maintained or obtained income
Percent of clients who have maintained or obtained a primary care provider
Percent of clients who have maintained or obtained a primary medical care home before they complete the residential program (PR feedback requested)
Percent of clients who have obtained permanent housing
Average community healthcare costs per successful graduate of Project Recovery before and after residential treatment. (Utilizing ICC data with three month pretest versus three month posttest). (PR feedback requested)
Number of defendants who have criminal cases dismissed by DACC Judge for treatment success
Number of defendants who have criminal cases dismissed by Travis County Judge for treatment success
Number of DACC cases dismissed for treatment success
Number of Travis County cases dismissed for treatment success
Number of Community Court clients that completed residential
Number of Community Court clients that completed aftercare

Number of Travis County clients that completed residential
Number of Travis County clients that completed aftercare
Number of incomplete treatment episodes due to client leaving the program
Number of incomplete treatment episodes due to the program discharging the client

Project Recovery
City/County Fiscal Year '12 Budget
(10/01/2011 - 09/30/2012)
Proposed Budget

Position	FTE	Salary	Fringe	Total Contract	City of Austin 87.74%	Travis County 12.26%
Total Salary & Fringe		\$271,392	\$99,200	\$374,592	\$252,866	\$121,726
Cook	0.45	9,805	5,698	15,503	13,603	1,900
Janitor	0.32	6,777	3,933	10,710	9,397	1,313
Supr Program Manager	0.30	16,597	5,685	22,282	19,551	2,731
Caseworker	3.26	79,404	41,116	120,520	105,748	14,772
LPHA	1.73	67,126	23,721	90,847	79,712	11,135
RN II	0.50	24,678	4,611	29,289		29,289
Psychiatrist	0.30	49,622	8,051	57,673		57,673
Relief Caseworker	0.26	7,555	3,731	11,286	9,903	1,383
Relief Interpreter	0.10	9,828	2,654	12,482	10,952	1,530
Evaluator (contract)				4,000	4,000	
Total Building Expenses				\$27,895	\$24,476	\$3,419
Building Maintenance				4,100	3,597	503
Other Building Expense				6,345	5,567	778
Utilities				17,450	15,311	2,139
Total Other Operating Expenses				\$91,538	\$80,318	\$11,220
Groceries				29,000	25,446	3,554
Office Supplies				1,055	926	129
Travel				3,000	2,632	368
Bus/Taxi				1,500	1,316	184
Minor Medical & Supplies				2,945	2,584	361
Educational Materials				1,914	1,679	235
Clothing Toiletries				6,000	5,265	735
Other				40,924	35,908	5,016
After Treatment Housing				5,200	4,563	637
Total Direct Expense				\$494,025	\$357,660	\$136,365
Indirect Expense (10%)				\$49,402	\$35,767	\$13,635
Total Contract				\$543,427	\$393,427	\$150,000



Travis County Commissioners Court Agenda Request

Meeting Date: 08/23/2011

Prepared By/Phone Number: George Monnat, 854-9778

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language:

APPROVE ORDER EXEMPTING THE PURCHASE OF ELECTRONIC KEY BOX CONTROL SYSTEM FROM COMMERCIAL SECURITY INTEGRATION INC FROM THE COMPETITIVE PROCUREMENT PROCESS PURSUANT TO SECTION 262.024(A)(2) OF THE COUNTY PURCHASING ACT.

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

The Travis County Sheriff's Office has recommended the continued use of this brand of key control system and the previously utilized reseller/installer in order to have "consistency in equipment choice with a proven product in a secure environment". This product is presently installed in three buildings under the Sheriff's Office control, installed by Commercial Security Integration ("CSI"), the incumbent provider/installer general security and access control systems for the Sheriff's Office and the recommended resource for this project.

Ø **Contract-Related Information:**

Award Amount: \$100,265.00

Contract Type: Purchase Order

Contract Period: N/A

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

Ø **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:

Ø **Funding Information:**

- Purchase Requisition in H.T.E.: 534236
- Funding Account(s): 001-3735-824-8001
- Comments:

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

**ORDER EXEMPTING
PURCHASE OF AN ELECTRONIC KEY BOX CONTROL SYSTEM
FROM REQUIREMENTS OF THE COUNTY PURCHASING ACT**

WHEREAS, the Commissioners Court of Travis County, Texas has received justification from the Travis County Sheriff's Office in accordance with TEXAS LOCAL GOVERNMENT CODE, 262.024 (a) (2) and

WHEREAS, the Travis County Sheriff's Office has need of additional Electronic Key Box System equipment at the Travis County Correctional Complex and Travis County Jail, and

WHEREAS, the County desires to purchase the electronic key box system from the authorized local distributor/installer, Commercial Security Integration (CSI), and

WHEREAS, the purchase of the electronic key box system is necessary to protect the public health or safety of the residents of the county,

NOW, THEREFORE, the Commissioners Court of Travis County, Texas hereby orders that the purchase of an Electronic Key Box System for Travis County from Commercial Security Integration, Inc. (CSI) is exempted from the requirements of County Purchasing Act section 262.023 pursuant to TEXAS LOCAL GOVERNMENT CODE ANN., section 262.024 (a) (2), as these items are needed to preserve or protect the public health or safety of the residents of the county.

Signed and entered this ____ day of _____, 2011.

Samuel T. Biscoe, County Judge
Travis County, Texas

Ron Davis
Commissioner, Precinct 1

Sarah Eckhart
Commissioner, Precinct 2

Karen Huber
Commissioner, Precinct 3

Margaret Gomez
Commissioner, Precinct 4.



Greg Hamilton, Travis County Sheriff
MEMORANDUM

July 22, 2010

TO: Cyd Grimes, Purchasing Agent
FROM: Darren Long, Major *D. Long #832*
CC: Maria Wedhorn, Financial Analyst Senior
SUBJECT: Sole Source for Electronic Key Box System

This memo is to request a sole source provider to install electronic key box systems at the Travis County Correctional Complex and at the Travis County Jail.

In order to preserve safety for the residents of the county, we recommend using the Morse Keywatcher System, as this product is already in use in three buildings under the Sheriff's Office control. Additionally, we recommend using Commercial Security Integration (CSI) as the provider/installer to fulfill this request. Our top priority in this project is consistency in equipment choice with a proven product in a secure environment. CSI has met these needs for TCSO in the past with positive results and are the logical and prudent choice for this project.

SCAPP funding in the amount of \$105,689 will be available in line item 001-3735-824-8001. Finance will forward a requisition for this project.

Captain Wes Priddy (x4-4181) will be the lead contact for any further questions regarding this project.

Thank you for your assistance in this matter.

August 23, 2011

TO: Commissioners Court
Travis County, Texas

**ACQUISITION OF AN ELECTRONIC KEY BOX CONTROL SYSTEM FOR
SHERIFF'S OFFICE**

I certify that the Keywatcher® cabinets, key modules, controls, installation, and training from the manufacturer (Morse Watchmans) and the reseller/installer (Commercial Security Integration) for the Sheriff's Office is necessary to preserve or protect the public health or safety of the residents of the county, purchase pursuant to V.T.C.A. Local Government Code 262.024(a)(2).

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 GRIMES, C.P.M.
COUNTY PURCHASING AGENT

APPROVED ()

DISAPPROVED ()

BY COMMISSIONERS COURT ON: _____
(DATE)

(COUNTY JUDGE)

PURCHASE REQUISITION NBR: 0000534236

REQUISITION BY: GLORIA HOFFMAN 854-5308

STATUS: AUDITOR APPROVAL

REASON: CAPITAL PROJECT - CAPTAIN PRIDDY 854-4181

DATE: 6/28/11

SHIP TO LOCATION: CORRECTION COMPLEX

SUGGESTED VENDOR: 123395 COMMERCIAL SECURITY INTEGRATION

DELIVER BY DATE: 9/30/11

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	MORSE KEYWATCHER SYSTEM FOR DEL VALLE MAINTENANCE TO INCLUDE A TWO MODULE MAIN CABINET KW9059, SIXTEEN KEY MODULE KW8049, LOT MISC CABLE, CONDUIT & SUPPLIES, SHIPPING & HANDLING AND INSTALLATION COMMODITY: FURNITURE, OFFICE SUBCOMMOD: KEY STORAGE CABINETS/FILE	1.00	EA	6045.0000	6045.00	
2	MORSE KEYWATCHER SYSTEM FOR DEL VALLE BLDGS 1,2,3 & HSB. FOR BLDG 1 & 2: (2) SIX MODULE MAIN CABINET KW8047, (6) SIXTEEN KEY MODULE KW8049, (1) REMOTE KEY PAD KW8504-5 FOR BLDG 3: (1) THREE MODULE MAIN CABINET KW8046, (2) SIXTEEN KEY MODULE KW8049, (1) REMOTE KEY PAD KW8504-5 FOR HSB: (1) TWO MODULE MAIN CABINET, (2) SIXTEEN KEY MODULE KW8049, ON SITE FACTORY TRAINING, LOT MISC CABLE, CONDUIT & SUPPLIES, SHIPPING & HANDLING, AND INSTALLATION COMMODITY: FURNITURE, OFFICE SUBCOMMOD: KEY STORAGE CABINETS/FILE	1.00	EA	35510.0000	35510.00	
3	MORSE KEYWATCHER SYSTEM FOR CJC JAIL TO INCLUDE 1ST, 2ND, 3RD & 4TH FLOOR CONTROL ROOMS AND BOOKING AREA: FOR 1ST FLOOR CONTROL ROOM: (1) THREE MODULE MAIN CABINET KW8046, (3) SIXTEEN KEY MODULE KW8049, (1) REMOTE KEY PAD KW8504-5 FOR 2ND, 3RD & 4TH FLOOR CONTROL ROOM: (3) TWO MODULE MAIN CABINET KW9059, (6) SIXTEEN KEY MODULE KW8049, (3) REMOTE KEY PAD KW8504-5 FOR THE BOOKING AREA: (1) SIX MODULE MAIN CABINET KW8049, (4) SIXTEEN KEY MODULE KW8049, ON SITE TRAINING, LOT MISC. CABLE, CONDUIT & SUPPLIES, SHIPPING & HANDLING AND INSTALLATION COMMODITY: FURNITURE, OFFICE SUBCOMMOD: KEY STORAGE CABINETS/FILE	1.00	EA	45410.0000	45410.00	
4	MORSE KEYWATCHER SYSTEM FOR DEL VALLE MAINTENANCE, KITCHEN & WAREHOUSE (2) TWO MODULE MAIN CABINET KW9059, (3) SIXTEEN KEY MODULE KW8049, LOT MISC. CABLE, CONDUIT & SUPPLIES, SHIPPING & HANDLING, AND LABOR FOR INSTALLATION COMMODITY: FURNITURE, OFFICE SUBCOMMOD: KEY STORAGE CABINETS/FILE	1.00	EA	13300.0000	13300.00	

REQUISITION TOTAL: 100265.00

PURCHASE REQUISITION NBR: 0000534236

REQUISITION BY: GLORIA HOFFMAN 854-5308

STATUS: AUDITOR APPROVAL

REASON: CAPITAL PROJECT - CAPTAIN PRIDDY 854-4181

DATE: 6/28/11

SHIP TO LOCATION: CORRECTION COMPLEX

SUGGESTED VENDOR: 123395 COMMERCIAL SECURITY INTEGRATION

DELIVER BY DATE: 9/30/11

LINE NBR	DESCRIPTION	QUANTITY UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
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A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00137358248001	CAPITAL EQUIPMENT OFFICE EQUIP & FURNITURE	100.00	6045.00
2	00137358248001	CAPITAL EQUIPMENT OFFICE EQUIP & FURNITURE	100.00	35510.00
3	00137358248001	CAPITAL EQUIPMENT OFFICE EQUIP & FURNITURE	100.00	45410.00
4	00137358248001	CAPITAL EQUIPMENT OFFICE EQUIP & FURNITURE	100.00	13300.00
				100265.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

7/22/11 PENDING EXEMPTION ORDER. KS
8/9/11 RETURN FOR UPDATE. KS



Travis County Commissioners Court Agenda Request

Meeting Date: August 16, 2011

Prepared By/Phone Number: Jason G. Walker/44562; Marvin Brice, CPPB, Assistant Purchasing Agent

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Interlocal Agreement IL110253JW with the Coalition of Central Texas Utilities Development Corporation (UDC) to join UDC

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

On July 5, 2012 the Commissioners Court voted to execute an interlocal agreement in order to join the Coalition of Central Texas Utilities Development Corporation (UDC), including a contribution of \$12,000.00. This contribution is to help fund UDC's development of a bid to purchase waster and waste water utilities from the Lower Colorado River Authority (LCRA).

The interlocal agreement has since been prepared, per the directive of the Commissioners Court, and awaits full execution.

Ø **Contract Expenditures:** Within the last 0 months \$0.00 has been spent against this contract/requirement.

Ø **Contract-Related Information:**

Award Amount: \$12,000.00

Contract Type: Interlocal

Contract Period: 8/9/11 – 3/31/12

Ø **Contract Modification Information: N/A**

Modification Amount:

Modification Type:

Modification Period:

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

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

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

Ø **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:

Ø **Funding Information:**

Purchase Requisition in H.T.E.: 536299

Funding Account(s): 001-4901-621-6099

Comments:

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

**INTERLOCAL COOPERATION AGREEMENT REGARDING
PARTICIPATION IN THE COALITION OF CENTRAL TEXAS UTILITIES
DEVELOPMENT CORPORATION**

THIS INTERLOCAL COOPERATION AGREEMENT REGARDING PARTICIPATION IN THE COALITION OF CENTRAL TEXAS UTILITIES DEVELOPMENT CORPORATION (“Agreement”) is entered into by and between THE COALITION OF CENTRAL TEXAS UTILITIES DEVELOPMENT CORPORATION, a non-profit corporation of the State of Texas, created and existing under the laws of the State including Subchapter D of Chapter 431, as amended, Texas Transportation Code (“UDC”), and Travis County (the "County"). In this Agreement, the UDC and the County are sometimes individually referred to as a “Party” and collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Lower Colorado River Authority (“LCRA”) is attempting to sell and convey water and wastewater utilities, systems and facilities that serve a large number of local governments and communities within an area extending from Llano County to Matagorda County, Texas in the Colorado River Basin;

WHEREAS, divesting the local governments and communities of all participation in decisions regarding the quality, quantity, dependability and cost of services of the water and wastewater utilities, systems and facilities is contrary to the intent of the agreements made by the LCRA;

WHEREAS, ownership of the water and wastewater utilities, systems and facilities by private, for profit, entities is not in the public interest and will adversely impact the local economy;

WHEREAS, a coalition of cities, counties, municipal utility districts, and other governmental entities, and citizen organizations has been formed for the purpose of meeting the LCRA’s requirements that purchase proposals and bids include all the water and wastewater utilities, systems and facilities proposed for sale by the LCRA;

WHEREAS, the coalition members have supported the creation of the UDC for use as a legal entity to organize and submit a bid and proposal to the LCRA for the purchase of the water and wastewater utilities, systems and facilities; and

WHEREAS, the UDC shall enable the local governments and communities to do all things reasonably necessary to submit a bid to the LCRA, and to proceed to finance and purchase the water and wastewater utilities, systems and facilities, without risk or financial obligation to the participating local governments and communities;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I. PARTICIPATION IN UDC

1.01 Incorporation of Recitals. The provisions and definitions contained in the above Recitals are incorporated herein for all purposes.

1.02 UDC Purposes. The Parties hereby agree to cooperate and work together in the efforts of the UDC to accomplish the purposes of the UDC as set forth in its Articles of Incorporation as follows:

- (a) aid, assist and act on behalf of participating entities in the performance of their governmental functions to promote the common good and general welfare of the local governments and to assist local groups and entities to preserve valuable rights, serve as a legal entity to organize, finance, purchase and transfer, or hold, operate and sell, water and wastewater assets, facilities, utilities and systems; and the development and improvement of public utilities, systems and infrastructure; and
- (b) aid, assist and act on behalf of the participating entities, to acquire, and to aide and assist governmental and local entities to acquire, water and wastewater utilities, systems and facilities from the Lower Colorado River Authority: and
- (c) to acquire, own, hold, improve, use or otherwise deal with real or personal property, or any interest therein, wherever situated, to accomplish the successful transition of the referenced water and wastewater utilities, systems and facilities to governmental entities or locally controlled public entities; and
- (d) to plan, develop and coordinate proposals to finance, bid and negotiate for, and purchase water and wastewater utilities, systems and facilities; and
- (e) to provide for the operation and maintenance of water and wastewater utilities, systems and facilities as may be required for the public good; and
- (f) to transfer, sell and convey to local governments and publicly controlled legal entities the water and wastewater utilities, systems and facilities that are acquired by the Corporation.

II. CONTRIBUTION TO UDC

For the purposes of funding the efforts of the UDC to coordinate the planning and preparation of a final bid for submission to the LCRA for the purchase of water and wastewater facilities by August 2011, the County agrees to contribute an amount not to exceed \$12,000. Future funding for any additional activities of the UDC shall be the subject of an amendment to this Agreement. Payments made by the County pursuant to this Agreement shall be made from current revenues available to the County.

III. EXECUTIVE COMMITTEE

The Travis County Commissioners Court shall appoint one (1) member to serve on the UDC's executive committee as defined in Section 2.08 of the UDC's Bylaws.

IV. FINANCIAL OBLIGATIONS

The UDC shall have no authority whatsoever to issue any contractual or financial obligation, debt, bonds or notes that shall ever be or become obligations of the County.

V. GENERAL PROVISIONS

5.01. Authority. This Agreement is made in part under the authority conferred in *Chapter 791, Texas Government Code*.

5.02 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

5.03. Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement

5.04. Entire Agreement. Except as otherwise expressly provided herein, this Agreement contains the entire agreement of the Parties regarding the UDC or the water and wastewater utilities, systems and facilities referenced herein, and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter. The Parties confirm that further agreements regarding the UDC and the water and wastewater utilities, systems and facilities are contemplated and will not be affected or limited by this Agreement.

5.05. Amendments. Any amendment of this Agreement must be in writing and will be effective only if approved by the governing body and executed by the authorized representatives of each of the Parties.

5.06. Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Travis County, Texas.

5.07. Notices. Any notices given under this Agreement will be effective if (i) forwarded to the other Party by hand-delivery; (ii) transmitted to the other Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

The Corporation:

The Coalition of Central Texas Utilities Development Corporation

c/o Pix Howell

200 West Willis Street

Leander, Texas 78641

The County:

County Judge Samuel T. Biscoe

P.O. Box 1748

Austin, Texas 78767-1748

With Copy To:

David Escamilla

Travis County Attorney

P.O. Box 1748

Austin, Texas 78767-1748

5.08. Force Majeure. Parties shall not be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or due to circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

5.09. Counterparts. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

5.10 Term and Termination. The initial term of this Agreement shall be from the Effective Date hereof until March 31, 2012. Thereafter, this Agreement shall automatically renew for successive one year periods beginning on April 1, 2012 and on each April 1st thereafter. Provided however, either Party hereto shall have the option, at any time and for any reason, of terminating this Agreement upon 90 days written notice to the other Party.

5.11. Effective Date. This Agreement takes effect upon the last date of due execution of the Agreement by the County and the Corporation.

5.12. Fiscal Year Limitation. The Parties agree that funding under this Agreement can only be provided for the portion of the Agreement Term corresponding to a time period included in the approved budget for any one Fiscal Year. In no event shall any provision of this Agreement or any agreement subject to this Agreement be interpreted to obligate either Party to provide funds in excess of the amount approved by the Party's governing body for any Fiscal Year and identified in this Agreement.

5.13. Audit. The Parties each have the right to conduct a financial and compliance audit of the performance of this Agreement on an annual basis. Each Party agrees to permit the other or its authorized representative to audit the records that relate to this Agreement and to obtain any documents, materials, or information necessary to facilitate such audit. Each Party shall take whatever action is appropriate to facilitate the performance of any audits conducted pursuant to this Agreement that County may require of City.

(Remainder of Page Intentionally Left Blank)

**COALITION OF CENTRAL TEXAS
UTILITIES DEVELOPMENT
CORPORATION**

By: _____

Name: Pix Howell

Title: President

Date Signed: _____

ATTEST:

By: _____

Name: Frank Salvato

Title: Secretary/Treasurer

Date Signed: _____

TRAVIS COUNTY, TEXAS

By: _____

Name: Samuel T. Biscoe

Title: Travis County Judge

Date Signed: _____

ATTEST:

By: _____

Name: _____

Title: _____

Fiscal Year 2011

Account Balance Inquiry

Account number : 1-4908-628.60-99
Fund : 001 GENERAL FUND
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 08 ENVIRONMENTAL SERVICES
Activity basic : 62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity : 8 ENVIRONMENTAL ANALYSIS
Element : 60 OTHER PURCHASED SERVICES
Object : 99 OTHER PURCHASED SERVICES

Original budget : 140,342
Revised budget : 1,407,647 01/13/2011
Actual expenditures - current . : 20,041.50
Actual expenditures - ytd . . . : 1,214,547.58
Unposted expenditures : .00
Encumbered amount : 17,871.50
Unposted encumbrances : .00
Pre-encumbrance amount : 33,000.00
Total expenditures & encumbrances: 1,285,460.58 91.3%
Unencumbered balance : 122,186.42 8.7

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

PURCHASE REQUISITION NBR: 0000536299

STATUS: READY FOR BUYER PROCESS

REQUISITION BY: CHRISTINA JENSEN 854-9383

REASON: PNDG CC APPROVAL OF INTERLOCAL - ATTN: JASON WALKER

DATE: 7/27/11

SHIP TO LOCATION: TNR ADMIN - 11TH FLR

SUGGESTED VENDOR: COALITION OF CENTRAL TEXAS

DELIVER BY DATE: 8/02/11

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	COORDINATION WITH THE UDC FOR THE PURPOSES OF PLANNING AND PREPARATION OF A FINAL BID FOR SUBMISSION TO THE LCRA FOR THE PURCHASE OF WATER AND WASTEWATER FACILITIES. COMMODITY: LIBRARY SERVICES SUBCOMMOD: BUSINESS RESEARCH SERVICE	12000.00	DOL	1.0000	12000.00	
REQUISITION TOTAL:					12000.00	

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00149086286099	OTHER PURCHASED SERVICES	100.00	12000.00
		OTHER PURCHASED SERVICES		12000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

20110727 CC APPROVAL
COALITION OF CENTRAL TEXAS UTILITIES DEVELOPMENT CORPORATION

Manilla



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

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

RECEIVED
TRAVIS COUNTY
2011 JUL 32 AM 8:42
PURCHASING
OFFICE

July 29, 2011

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent
FROM: *Carol B. Johnson*
Steven M. Manilla, P.E., County Executive, TNR
SUBJECT: Interlocal Agreement
Coalition of Central Texas Utilities Development Corp.

TNR requests that Travis County approve an interlocal agreement with the Coalition of Central Texas Utilities Development Corporation ("UDC").

On July 5, 2011, the Commissioner's Court voted to execute an interlocal agreement with the UDC and to contribute \$12,000 to help fund the UDC's development of a bid for the purchase of water and waste water utilities from the LCRA. On July 12, 2011, the Commissioner's Court approved a resolution supporting the UDC's efforts and called upon the Lower Colorado River Authority to consider the many positive benefits of selecting the UDC as the winning bidder for the water and waste water systems.

The funds for this have been pre-encumbered on Requisition 536299 from account number 001-4908-628-6099.

If you should have any questions or need further information, please contact Christina Jensen at (512) 854-7670.

[Signature]
CJ:SMM:cj



Travis County Commissioners Court Agenda Request

Meeting Date: August 23, 2011

Prepared By/Phone Number: Nancy Barchus, 512-854-9764

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Contract Award for Erosion Control Services, IFB No. B110211-NB, to the low bidder, BPI Environmental Services, Inc.

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

This contract will provide erosion control services to the Transportation and Natural Resources Department.

On June 30, 2011, IFB No. B110211-NB, Erosion Control Services, was issued through BidSync. Three (3) bids were received on July 25, 2011.

The Purchasing Office concurs with the departments recommendation to award a contract to the low bidder, BPI Environmental Services, Inc.

Ø **Contract Expenditures:** Within the last 12 months \$31,472.50 has been spent against this requirement.

Ø **Contract-Related Information:**

Award Amount: As needed

Contract Type: Term

Contract Period: September 16, 2011 through September 15, 2012

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

Ø **Solicitation-Related Information:**

Solicitations Viewed: 63

Responses Received: 3

HUB Information: N/A

% HUB Subcontractor: N/A

Ø **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:

Ø **Funding Information:**

Purchase Requisition in H.T.E.:

Funding Account(s):

Comments:

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



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

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

RECEIVED
TRAVIS COUNTY
2011 AUG - 8 AM 8:36
PURCHASING
OFFICE

August 5, 2011

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent
Carol B. Joo
FROM: Steven M. Manilla, P.E., County Executive
SUBJECT: Award of Bid B110211NB – Erosion Control Services

TNR has reviewed the above referenced bids and recommends award to BPI Environmental Services, Inc, the low responsive bidder.

The commodity/sub-commodity codes for this contract are 968/040, 988/014, 988/100 and 909/011. The primary line item will be 099-4941-621-6099.

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

CJ CJ:SMM:cj
Contract File

**Bid Tabulation Packet
for
Solicitation B110211-NB**

EROSION CONTROL SERVICES



Travis County

Bid #B110211-NB - EROSION CONTROL SERVICESCreation Date **Mar 18, 2011**End Date **Jul 25, 2011 2:30:00 PM CDT**Start Date **Jun 30, 2011 10:28:01 AM CDT**Awarded Date **Not Yet Awarded**

B110211-NB--01-01 ROCK BERM-18" Installation					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
L & E Construction Services	<input checked="" type="checkbox"/> First Offer - \$11.00	100 / linear foot	\$1,100.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		
Genesis Endeavors LLC	<input checked="" type="checkbox"/> First Offer - \$14.25	100 / linear foot	\$1,425.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		
BPI Environmental Services, Inc.	First Offer - \$15.00	100 / linear foot	\$1,500.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

B110211-NB--01-02 ROCK BERM-36" Installation					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
L & E Construction Services	<input checked="" type="checkbox"/> First Offer - \$19.00	30 / linear foot	\$570.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		
BPI Environmental Services, Inc.	First Offer - \$25.00	30 / linear foot	\$750.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		
Genesis Endeavors LLC	<input checked="" type="checkbox"/> First Offer - \$37.70	30 / linear foot	\$1,131.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

B110211-NB--01-03 SILT FENCE-REINFORCED Installation					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Genesis Endeavors LLC	<input checked="" type="checkbox"/> First Offer - \$2.10	100 / linear foot	\$210.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		
L & E Construction Services	<input checked="" type="checkbox"/> First Offer - \$2.45	100 / linear foot	\$245.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		
BPI Environmental Services, Inc.	First Offer - \$4.00	100 / linear foot	\$400.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

B110211-NB--01-04 SILT FENCE-PERIMETER Installation					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Genesis Endeavors LLC	<input checked="" type="checkbox"/> First Offer - \$1.60	500 / linear foot	\$800.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		
L & E Construction Services	<input checked="" type="checkbox"/> First Offer - \$1.90	500 / linear foot	\$950.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		
BPI Environmental Services, Inc.	First Offer - \$4.50	500 / linear foot	\$2,250.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

B110211-NB--01-05 FILTER FABRIC Installation					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
L & E Construction Services	<input checked="" type="checkbox"/> First Offer - \$1.50	50 / square yard	\$75.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Genesis Endeavors LLC	<input checked="" type="checkbox"/> First Offer - \$1.89	50 / square yard	\$94.50		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
BPI Environmental Services, Inc.	First Offer - \$4.00	50 / square yard	\$200.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

B110211-NB--01-06 TREE FENCING Installation Chainlink					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Genesis Endeavors LLC	<input checked="" type="checkbox"/> First Offer - \$2.85	50 / linear foot	\$142.50		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
BPI Environmental Services, Inc.	First Offer - \$3.00	50 / linear foot	\$150.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
L & E Construction Services	<input checked="" type="checkbox"/> First Offer - \$3.50	50 / linear foot	\$175.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

B110211-NB--01-07 TREE FENCING Installation Plastic Mesh					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
BPI Environmental Services, Inc.	First Offer - \$1.50	100 / linear foot	\$150.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Genesis Endeavors LLC	<input checked="" type="checkbox"/> First Offer - \$1.72	100 / linear foot	\$172.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
L & E Construction Services	<input checked="" type="checkbox"/> First Offer - \$2.30	100 / linear foot	\$230.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

B110211-NB--01-08 MAINTENANCE OF EROSION CONTROLS					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Genesis Endeavors LLC	<input checked="" type="checkbox"/> First Offer - \$28.25	8 / hour	\$226.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
L & E Construction Services	<input checked="" type="checkbox"/> First Offer - \$40.00	8 / hour	\$320.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
BPI Environmental Services, Inc.	First Offer - \$50.00	8 / hour	\$400.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

B110211-NB--01-09 GEOGRID FOR GABIONS-UNIAXIAL					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Genesis Endeavors LLC	<input checked="" type="checkbox"/> First Offer - \$5.13	40 / square yard	\$205.20		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

L & E Construction Services	<input checked="" type="checkbox"/>	First Offer - \$6.10	40 / square yard	\$244.00		Y
Product Code:			Supplier Product Code:			
Agency Notes:			Supplier Notes:			
BPI Environmental Services, Inc.		First Offer - \$12.00	40 / square yard	\$480.00		Y
Product Code:			Supplier Product Code:			
Agency Notes:			Supplier Notes:			

B110211-NB--01-10 GEOGRID FOR GABIONS-BIAXIAL						
Supplier		Unit Price	Qty/Unit	Total Price	Attch.	Docs
Genesis Endeavors LLC	<input checked="" type="checkbox"/>	First Offer - \$4.74	40 / square yard	\$189.60		Y
Product Code:			Supplier Product Code:			
Agency Notes:			Supplier Notes:			
L & E Construction Services	<input checked="" type="checkbox"/>	First Offer - \$5.40	40 / square yard	\$216.00		Y
Product Code:			Supplier Product Code:			
Agency Notes:			Supplier Notes:			
BPI Environmental Services, Inc.		First Offer - \$12.00	40 / square yard	\$480.00		Y
Product Code:			Supplier Product Code:			
Agency Notes:			Supplier Notes:			

B110211-NB--01-11 GABION INSTALLATION						
Supplier		Unit Price	Qty/Unit	Total Price	Attch.	Docs
L & E Construction Services	<input checked="" type="checkbox"/>	First Offer - \$145.00	100 / cubic yard	\$14,500.00		Y
Product Code:			Supplier Product Code:			
Agency Notes:			Supplier Notes:			
BPI Environmental Services, Inc.		First Offer - \$150.00	100 / cubic yard	\$15,000.00		Y
Product Code:			Supplier Product Code:			
Agency Notes:			Supplier Notes:			
Genesis Endeavors LLC	<input checked="" type="checkbox"/>	First Offer - \$168.00	100 / cubic yard	\$16,800.00		Y
Product Code:			Supplier Product Code:			
Agency Notes:			Supplier Notes:			

B110211-NB--01-12 EXCAVATION AND EMBANKMENT Installation Gabion, Riprap or Dry Stack Rock Wall						
Supplier		Unit Price	Qty/Unit	Total Price	Attch.	Docs
BPI Environmental Services, Inc.		First Offer - \$70.00	50 / hour	\$3,500.00		Y
Product Code:			Supplier Product Code:			
Agency Notes:			Supplier Notes:			
L & E Construction Services	<input checked="" type="checkbox"/>	First Offer - \$90.00	50 / hour	\$4,500.00		Y
Product Code:			Supplier Product Code:			
Agency Notes:			Supplier Notes:			
Genesis Endeavors LLC	<input checked="" type="checkbox"/>	First Offer - \$135.00	50 / hour	\$6,750.00		Y
Product Code:			Supplier Product Code:			
Agency Notes:			Supplier Notes:			

B110211-NB--01-13 FURNISH SELECT CLAY TOPSOIL						
Supplier		Unit Price	Qty/Unit	Total Price	Attch.	Docs
BPI Environmental Services, Inc.		First Offer - \$20.00	40 / cubic yard	\$800.00		Y
Product Code:			Supplier Product Code:			
Agency Notes:			Supplier Notes:			
L & E Construction Services	<input checked="" type="checkbox"/>	First Offer - \$30.00	40 / cubic yard	\$1,200.00		Y
Product Code:			Supplier Product Code:			
Agency Notes:			Supplier Notes:			
Genesis Endeavors LLC	<input checked="" type="checkbox"/>	First Offer - \$110.00	40 / cubic yard	\$4,400.00		Y
Product Code:			Supplier Product Code:			

Agency Notes:

Supplier Notes:

B110211-NB--01-14 FURNISH TOPSOIL

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
BPI Environmental Services, Inc.	First Offer - \$5.00	1200 / cubic yard	\$6,000.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		
L & E Construction Services	<input checked="" type="checkbox"/> First Offer - \$14.00	1200 / cubic yard	\$16,800.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		
Genesis Endeavors LLC	<input checked="" type="checkbox"/> First Offer - \$32.00	1200 / cubic yard	\$38,400.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

B110211-NB--01-15 GRADE/PLACE TOPSOIL

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Genesis Endeavors LLC	<input checked="" type="checkbox"/> First Offer - \$58.50	30 / hour	\$1,755.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		
L & E Construction Services	<input checked="" type="checkbox"/> First Offer - \$70.00	30 / hour	\$2,100.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		
BPI Environmental Services, Inc.	First Offer - \$75.00	30 / hour	\$2,250.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

B110211-NB--01-16 SEEDING, CELLULOSE FIBER MULCH

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
BPI Environmental Services, Inc.	First Offer - \$0.40	2000 / square yard	\$800.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		
Genesis Endeavors LLC	<input checked="" type="checkbox"/> First Offer - \$0.49	2000 / square yard	\$980.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		
L & E Construction Services	<input checked="" type="checkbox"/> First Offer - \$0.70	2000 / square yard	\$1,400.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

B110211-NB--01-17 SEDING, NATIVE MIX

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
BPI Environmental Services, Inc.	First Offer - \$0.55	2000 / square yard	\$1,100.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		
L & E Construction Services	<input checked="" type="checkbox"/> First Offer - \$0.75	2000 / square yard	\$1,500.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		
Genesis Endeavors LLC	<input checked="" type="checkbox"/> First Offer - \$0.78	2000 / square yard	\$1,560.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

B110211-NB--01-18 SOIL RETENTION BLANKET, CLASS I, TYPE A

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Genesis Endeavors LLC	<input checked="" type="checkbox"/> First Offer - \$0.98	1000 / square yard	\$980.00		Y

Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
L & E Construction Services	<input checked="" type="checkbox"/> First Offer - \$1.60	1000 / square yard	\$1,600.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
BPI Environmental Services, Inc.	First Offer - \$1.75	1000 / square yard	\$1,750.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

B110211-NB--01-19 SOIL RETENTION BLANKET, CLASS II, TYPE E					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
L & E Construction Services	<input checked="" type="checkbox"/> First Offer - \$1.80	400 / square yard	\$720.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
BPI Environmental Services, Inc.	First Offer - \$2.00	400 / square yard	\$800.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
Genesis Endeavors LLC	<input checked="" type="checkbox"/> First Offer - \$2.25	400 / square yard	\$900.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

B110211-NB--01-20 SOIL RETENTION BLANKET, CLASS II, TYPE F					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
BPI Environmental Services, Inc.	First Offer - \$2.00	200 / square yard	\$400.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
L & E Construction Services	<input checked="" type="checkbox"/> First Offer - \$2.00	200 / square yard	\$400.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
Genesis Endeavors LLC	<input checked="" type="checkbox"/> First Offer - \$2.69	200 / square yard	\$538.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

B110211-NB--01-21 SOIL RETENTION BLANKET, CLASS II, TYPE G					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
BPI Environmental Services, Inc.	First Offer - \$4.00	200 / square yard	\$800.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
L & E Construction Services	<input checked="" type="checkbox"/> First Offer - \$4.50	200 / square yard	\$900.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
Genesis Endeavors LLC	<input checked="" type="checkbox"/> First Offer - \$5.59	200 / square yard	\$1,118.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

B110211-NB--01-22 SOIL RETENTION BLANKET, CLASS II, TYPE H					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
BPI Environmental Services, Inc.	First Offer - \$4.00	200 / square yard	\$800.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
L & E Construction Services	<input checked="" type="checkbox"/> First Offer - \$4.75	200 / square yard	\$950.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
Genesis Endeavors LLC	<input checked="" type="checkbox"/> First Offer - \$8.06	200 / square yard	\$1,612.00		Y

Product Code: Agency Notes:	Supplier Product Code: Supplier Notes:
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B110211-NB--01-23 SODDING-BERMUDA GRASS					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
BPI Environmental Services, Inc.	First Offer - \$3.25	16000 / square yard	\$52,000.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
L & E Construction Services	<input checked="" type="checkbox"/> First Offer - \$4.10	16000 / square yard	\$65,600.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Genesis Endeavors LLC	<input checked="" type="checkbox"/> First Offer - \$4.40	16000 / square yard	\$70,400.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B110211-NB--01-24 STONE RIP-RAP, COMMON DRY					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Genesis Endeavors LLC	<input checked="" type="checkbox"/> First Offer - \$83.25	40 / cubic yard	\$3,330.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
L & E Construction Services	<input checked="" type="checkbox"/> First Offer - \$100.00	40 / cubic yard	\$4,000.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
BPI Environmental Services, Inc.	First Offer - \$125.00	40 / cubic yard	\$5,000.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B110211-NB--01-25 STONE RIP-RAP, TYPE R, DRY					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
L & E Construction Services	<input checked="" type="checkbox"/> First Offer - \$100.00	40 / cubic yard	\$4,000.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
BPI Environmental Services, Inc.	First Offer - \$125.00	40 / cubic yard	\$5,000.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Genesis Endeavors LLC	<input checked="" type="checkbox"/> First Offer - \$185.75	40 / cubic yard	\$7,430.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B110211-NB--01-26 GROUT FOR DRY STONE RIP-RAP					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
BPI Environmental Services, Inc.	First Offer - \$50.00	40 / cubic yard	\$2,000.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
L & E Construction Services	<input checked="" type="checkbox"/> First Offer - \$90.00	40 / cubic yard	\$3,600.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Genesis Endeavors LLC	<input checked="" type="checkbox"/> First Offer - \$172.00	40 / cubic yard	\$6,880.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B110211-NB--01-27 DRY STACK ROCK WALL					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
L & E Construction Services	First Offer - \$14.00	50 / square foot	\$700.00		Y

Product Code:				Supplier Product Code:			
Agency Notes:				Supplier Notes:			
<u>BPI Environmental Services, Inc.</u>		First Offer - \$25.00	50 / square foot	\$1,250.00			Y
Product Code:				Supplier Product Code:			
Agency Notes:				Supplier Notes:			
<u>Genesis Endeavors LLC</u>		First Offer - \$48.00	50 / square foot	\$2,400.00			Y
Product Code:				Supplier Product Code:			
Agency Notes:				Supplier Notes:			

B110211-NB--01-28 GROUT FOR DRY STACK ROCK WALL						
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs	
<u>BPI Environmental Services, Inc.</u>	First Offer - \$5.00	50 / square foot	\$250.00			Y
Product Code:				Supplier Product Code:		
Agency Notes:				Supplier Notes:		
<u>L & E Construction Services</u>	First Offer - \$5.00	50 / square foot	\$250.00			Y
Product Code:				Supplier Product Code:		
Agency Notes:				Supplier Notes:		
<u>Genesis Endeavors LLC</u>	First Offer - \$62.00	50 / square foot	\$3,100.00			Y
Product Code:				Supplier Product Code:		
Agency Notes:				Supplier Notes:		

B110211-NB--01-29 FILTER DIKE INLET PROTECTION						
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs	
<u>BPI Environmental Services, Inc.</u>	First Offer - \$3.00	50 / linear foot	\$150.00			Y
Product Code:				Supplier Product Code:		
Agency Notes:				Supplier Notes:		
<u>L & E Construction Services</u>	First Offer - \$8.00	50 / linear foot	\$400.00			Y
Product Code:				Supplier Product Code:		
Agency Notes:				Supplier Notes:		
<u>Genesis Endeavors LLC</u>	First Offer - \$9.75	50 / linear foot	\$487.50			Y
Product Code:				Supplier Product Code:		
Agency Notes:				Supplier Notes:		

B110211-NB--01-30 VEGETATIVE WATERING SEEDBED						
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs	
<u>BPI Environmental Services, Inc.</u>	First Offer - \$50.00	30 / each	\$1,500.00			Y
Product Code:				Supplier Product Code:		
Agency Notes:				Supplier Notes:		
<u>L & E Construction Services</u>	First Offer - \$60.00	30 / each	\$1,800.00			Y
Product Code:				Supplier Product Code:		
Agency Notes:				Supplier Notes:		
<u>Genesis Endeavors LLC</u>	First Offer - \$575.00	30 / each	\$17,250.00			Y
Product Code:				Supplier Product Code:		
Agency Notes:				Supplier Notes:		

B110211-NB--01-31 VEGETATIVE WATERING, PLANTINGS						
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs	
<u>L & E Construction Services</u>	First Offer - \$1.00	500 / gallon	\$500.00			Y
Product Code:				Supplier Product Code:		
Agency Notes:				Supplier Notes:		
<u>BPI Environmental Services, Inc.</u>	First Offer - \$3.50	500 / gallon	\$1,750.00			Y
Product Code:				Supplier Product Code:		
Agency Notes:				Supplier Notes:		

<u>Genesis Endeavors LLC</u>	<input checked="" type="checkbox"/> First Offer - \$75.00	500 / gallon	\$37,500.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

B110211-NB--01-32 STABILIZED CONSTRUCTION ENTRANCE					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>L & E Construction Services</u>	<input checked="" type="checkbox"/> First Offer - \$8.00	100 / square yard	\$800.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
<u>Genesis Endeavors LLC</u>	<input checked="" type="checkbox"/> First Offer - \$8.57	100 / square yard	\$857.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
<u>BPI Environmental Services, Inc.</u>	First Offer - \$9.00	100 / square yard	\$900.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

B110211-NB--01-33 REMOVAL OF SILT FENCE					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Genesis Endeavors LLC</u>	<input checked="" type="checkbox"/> First Offer - \$0.75	50 / linear foot	\$37.50		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
<u>L & E Construction Services</u>	<input checked="" type="checkbox"/> First Offer - \$1.50	50 / linear foot	\$75.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
<u>BPI Environmental Services, Inc.</u>	First Offer - \$2.00	50 / linear foot	\$100.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

B110211-NB--01-34 MULCH LOGS					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>BPI Environmental Services, Inc.</u>	First Offer - \$5.50	50 / linear foot	\$275.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
<u>L & E Construction Services</u>	<input checked="" type="checkbox"/> First Offer - \$6.00	50 / linear foot	\$300.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
<u>Genesis Endeavors LLC</u>	<input checked="" type="checkbox"/> First Offer - \$7.00	50 / linear foot	\$350.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

B110211-NB--01-35 MOBILIZATION					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>L & E Construction Services</u>	<input checked="" type="checkbox"/> First Offer - \$500.00	1 / each	\$500.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
<u>Genesis Endeavors LLC</u>	<input checked="" type="checkbox"/> First Offer - \$525.00	1 / each	\$525.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
<u>BPI Environmental Services, Inc.</u>	First Offer - \$750.00	1 / each	\$750.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

B110211-NB--02-01 POND MAINTENANCE SERVICES: POND EXCAVATION - HAND WORK					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Genesis Endeavors LLC	<input checked="" type="checkbox"/> First Offer - \$22.00	8 / hour	\$176.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
BPI Environmental Services, Inc.	First Offer - \$65.00	8 / hour	\$520.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
L & E Construction Services	<input checked="" type="checkbox"/> First Offer - \$80.00	8 / hour	\$640.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B110211-NB--02-02 POND MAINTENANCE SERVICES: POND EXCAVATION - FRONT LOADER W/OPERATOR					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
L & E Construction Services	<input checked="" type="checkbox"/> First Offer - \$90.00	8 / hour	\$720.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
BPI Environmental Services, Inc.	First Offer - \$100.00	8 / hour	\$800.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Genesis Endeavors LLC	<input checked="" type="checkbox"/> First Offer - \$225.00	8 / hour	\$1,800.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B110211-NB--02-03 POND MAINTENANCE SERVICES: POND EXCAVATION - SKIP LOADER W/OPERATOR					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
L & E Construction Services	<input checked="" type="checkbox"/> First Offer - \$75.00	8 / hour	\$600.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
BPI Environmental Services, Inc.	First Offer - \$85.00	8 / hour	\$680.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Genesis Endeavors LLC	<input checked="" type="checkbox"/> First Offer - \$95.50	8 / hour	\$764.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B110211-NB--02-04 POND MAINTENANCE SERVICES: POND MOWING					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Genesis Endeavors LLC	<input checked="" type="checkbox"/> First Offer - \$40.00	8 / hour	\$320.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
L & E Construction Services	<input checked="" type="checkbox"/> First Offer - \$50.00	8 / hour	\$400.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
BPI Environmental Services, Inc.	First Offer - \$85.00	8 / hour	\$680.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B110211-NB--02-05 POND MAINTENANCE SERVICES: FILTER FABRIC, HEAVY DUTY					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Genesis Endeavors LLC	<input checked="" type="checkbox"/> First Offer - \$1.75	10 / square yard	\$17.50		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

<u>L & E Construction Services</u>	<input checked="" type="checkbox"/> First Offer - \$3.50	10 / square yard	\$35.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>BPI Environmental Services, Inc.</u>	First Offer - \$20.00	10 / square yard	\$200.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

B110211-NB--02-06 POND MAINTENANCE SERVICES: PVC REPAIR, 4"					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>BPI Environmental Services, Inc.</u>	First Offer - \$4.00	10 / linear foot	\$40.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>L & E Construction Services</u>	<input checked="" type="checkbox"/> First Offer - \$30.00	10 / linear foot	\$300.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>Genesis Endeavors LLC</u>	<input checked="" type="checkbox"/> First Offer - \$50.75	10 / linear foot	\$507.50		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

B110211-NB--02-07 POND MAINTENANCE SERVICES: PVC REPAIR, 6"					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>BPI Environmental Services, Inc.</u>	First Offer - \$5.00	10 / linear foot	\$50.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>L & E Construction Services</u>	<input checked="" type="checkbox"/> First Offer - \$50.00	10 / linear foot	\$500.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>Genesis Endeavors LLC</u>	<input checked="" type="checkbox"/> First Offer - \$74.90	10 / linear foot	\$749.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

B110211-NB--02-08 POND MAINTENANCE SERVICES: SAND REPLACEMENT					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>L & E Construction Services</u>	<input checked="" type="checkbox"/> First Offer - \$50.00	5 / cubic yard	\$250.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>BPI Environmental Services, Inc.</u>	First Offer - \$100.00	5 / cubic yard	\$500.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>Genesis Endeavors LLC</u>	<input checked="" type="checkbox"/> First Offer - \$825.00	5 / cubic yard	\$4,125.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

B110211-NB--02-09 POND MAINTENANCE SERVICES: WASTE SOIL DISPOSAL					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>BPI Environmental Services, Inc.</u>	First Offer - \$100.00	4 / cubic yard	\$400.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>L & E Construction Services</u>	<input checked="" type="checkbox"/> First Offer - \$120.00	4 / cubic yard	\$480.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>Genesis Endeavors LLC</u>	<input checked="" type="checkbox"/> Alt 1 - \$468.00	4 / cubic yard	\$1,872.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

B110211-NB--02-10 POND MAINTENANCE SERVICES: WASTE SOIL DISPOSAL, LANDFILL					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
BPI Environmental Services, Inc.	First Offer - \$50.00	4 / cubic yard	\$200.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		
L & E Construction Services	<input checked="" type="checkbox"/> First Offer - \$70.00	4 / cubic yard	\$280.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		
Genesis Endeavors LLC	<input checked="" type="checkbox"/> Alt 1 - \$468.00	4 / cubic yard	\$1,872.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

B110211-NB--02-11 POND MAINTENANCE SERVICES: SOIL TESTING, TCLP					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
L & E Construction Services	<input checked="" type="checkbox"/> First Offer - \$200.00	1 / each	\$200.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		
BPI Environmental Services, Inc.	First Offer - \$250.00	1 / each	\$250.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		
Genesis Endeavors LLC	<input checked="" type="checkbox"/> First Offer - \$575.00	1 / each	\$575.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

B110211-NB--02-12 POND MAINTENANCE SERVICES: SOIL TESTING, TPH					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
L & E Construction Services	<input checked="" type="checkbox"/> First Offer - \$75.00	1 / each	\$75.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		
BPI Environmental Services, Inc.	First Offer - \$250.00	1 / each	\$250.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		
Genesis Endeavors LLC	<input checked="" type="checkbox"/> First Offer - \$375.00	1 / each	\$375.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

B110211-NB--02-13 POND MAINTENANCE SERVICES: SOIL TESTING, COMBINED					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
L & E Construction Services	<input checked="" type="checkbox"/> First Offer - \$300.00	1 / each	\$300.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		
BPI Environmental Services, Inc.	First Offer - \$500.00	1 / each	\$500.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		
Genesis Endeavors LLC	<input checked="" type="checkbox"/> First Offer - \$889.00	1 / each	\$889.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Supplier Totals

BPI Environmental Services, Inc.	\$116,755.00 (48/48 items)
Bid Contact Manny Trinidad manny@bpienviro.com	Address P.O. Box 341839 Lakeway, TX 78734

Ph 512-288-5522	
Qualifications CISV	
Agency Notes:	Supplier Notes:
<u>L & E Construction Services</u> \$138,000.00 (48/48 items)	
Bid Contact Dale Guthrie dale@leconserv.com Ph 512-627-3474 Fax 512-266-4720	Address 2015 Whitebead Tr. Austin, TX 78734
Agency Notes:	Supplier Notes:
<u>Genesis Endeavors LLC</u> \$244,977.80 (48/48 items)	
Bid Contact Mike Long Ph 512-219-0780 Fax 512-996-9008	Address PO Box 170842 Austin, TX 78717
Agency Notes:	Supplier Notes:

Award Total

\$244,977.80 (Does not apply to percentage or no price items.)

**

PI655I01

TRAVIS COUNTY
Account Balance Inquiry

8/08/11
09:41:02

Fiscal Year	:	2011
Account number	:	99-4941-621.60-99
Fund	:	099 ROAD & BRIDGE FUND
Department	:	49 TNR (TRANS & NATRL RESRC)
Division	:	41 ROAD & BRIDGE MAINTENANCE
Basic activity	:	62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity	:	1 TNR (TRANS & NATRL RESRC)
Element	:	60 OTHER PURCHASED SERVICES
Object	:	99 CONTRACTED SERVICES

Budget	:	482,191
Encumbered amount	:	42,905.57
Pre-encumbered amount	:	75,000.00
Expenditures	:	72,631.00
Total expenditures	:	190,536.57
Balance	:	291,654.43

Press Enter to continue.

F3=Exit F12=Cancel



Travis County Commissioners Court Agenda Request

Meeting Date: August 23, 2011

Prepared By/Phone Number: Patricia Estrada, 854-9915

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Pursuant to Section 263.151 of the Texas Local Government Code, Declare List of Certain Equipment as Surplus Property and Sell at Public Auction.

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

The court will note that the items listed in lot number one are the poles, lights, backstops, dugouts and fencing from the old baseball fields in front of the Del Valle Complex no longer being used.

The other items listed have purchase dates of 1986 through 2003 with an acquisition method of F/A which means "Found At Inventory". That does not necessarily mean the items were bought during those years and now they are no longer useable. In nearly every case, the year reflects when the item was found within the department and entered into the HTE tracking system. Despite our best efforts, not all departments totally comply with our inventory policies and procedures.

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

LOT#	E-ASSET	AQ.	TYPE	YEAR	TAG #	IMP.	DESCRIPTION	SERIAL	COST	INS.	DEPT	DIV.	P.O.	ASSET	LOC.	STA.	ACCT
#1	N/A	N/A	N/A	N/A	N/A	N/A	(32) LIGHT POLES W/2 SETS OF LIGHTS PER POLE (8) DUGOUTS AND (4) CYCLONE FENCED BACKSTOPS FROM OLD BALL FIELDS AT DEL VALLE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC3	N/A	N/A
#2	N/A	N/A	N/A	N/A	N/A	N/A	(3) ROLLING STAINLESS STEEL FOOD STORAGE CONTAINERS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC3	N/A	N/A
#3	N/A	N/A	N/A	N/A	N/A	N/A	(2) FOOD TRAY STORAGE RACKS FOR COMMERCIAL KITCHENS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC3	N/A	N/A
#4	2783	PO	CAM	2000	100407	0	PATROL CAR VIDEO SYSTEMS, TRUNK UNIT	NEED	\$0.00	\$2,307.50	15	10	187879	60290	TCAUC3	A	8013
#4	2783	PO	MDM	2001	102323	0	MODEM, VEHICULAR RADIO 650 35 WATT #F3454	508SBL0034	\$0.00	\$2,208.00	15	10	203586	60756	TCAUC3	A	8001
#4	2783	PO	MDM	2001	102330	0	MODEM, VEHICULAR RADIO 650 35 WATT #F3454	508SBL0041	\$0.00	\$2,208.00	15	10	203586	60839	TCAUC3	A	8001
#4	2783	PO	COP	2002	105353	0	DOCKING STATION, PANASONIC	P27010880	\$0.00	\$702.00	15	10	222518	56378	TCAUC3	A	8001
#4	2783	PO	COP	2002	105362	0	DOCKING STATION, PANASONIC	P27010926	\$0.00	\$702.00	15	10	222518	56387	TCAUC3	A	8001
#4	2783	PO	COP	2002	105387	0	DOCKING STATION, PANASONIC	P27010896	\$0.00	\$702.00	15	10	222518	56412	TCAUC3	A	8001
#4	2783	PO	COP	2002	105394	0	DOCKING STATION, PANASONIC	P27010914	\$0.00	\$702.00	15	10	222518	56419	TCAUC3	A	8001
#4	2783	PO	CAM	2003	137254	0	VIDEO SYSTEM, MOBILE POLICE MV7	103545	\$0.00	\$2,785.00	15	10	263803	67863	TCAUC3	A	8013
#5	2784	PO	LEF	2002	106181	0	MOUNTED RADAR GUNS, BEE	BEE242000297	\$0.00	\$100.00	31	1	227356	56942	TCAUC3	A	8055
#5	2784	PO	LPT	2003	111141	0	DOCKING STATION FOR PANA-SONIC CF28 DSPDSCF27IPS	P28B005967	\$0.00	\$704.00	15	10	258278	67053	TCAUC3	A	8001
#6	2785	PO	MDM	2001	102322	0	MODEM, VEHICULAR RADIO 650 35 WATT #F3454	508SBL0033	\$0.00	\$2,208.00	15	10	203586	60754	TCAUC3	A	8001
#6	2785	PO	CME	2001	104236	0	MOBILE WORK STATIONS, #F5205 MW520,3,500 MHZ	736SCA0290	\$8,470.00	\$0.00	15	10	216836	54922	TCAUC3	A	8013
#6	2785	PO	MON	2001	104237	0	MOTOROLA 10" MONITOR	736SBQ1507	\$0.00	\$0.00	15	10	216836	54930	TCAUC3	A	8001
#6	2785	PO	CME	2001	104238	0	MOBILE WORK STATIONS, #F5205 MW520,3,500 MHZ	736SCA0297	\$8,470.00	\$0.00	15	10	216836	54923	TCAUC3	A	8013
#6	2785	PO	MON	2001	104239	0	MOTOROLA 10" MONITOR	736SBQ1378	\$0.00	\$0.00	15	10	216836	54931	TCAUC3	A	8001
#6	2785	PO	CME	2001	104240	0	MOBILE WORK STATIONS, #F5205 MW520,3,500 MHZ	736SCA0291	\$8,470.00	\$0.00	15	10	216836	54924	TCAUC3	A	8013
#6	2785	PO	MON	2001	104241	0	MOTOROLA 10" MONITOR	736SBQ1506	\$0.00	\$0.00	15	10	216836	54932	TCAUC3	A	8001
#6	2785	PO	CME	2001	104242	0	MOBILE WORK STATIONS, #F5205 MW520,3,500 MHZ	736SCA0295	\$8,470.00	\$0.00	15	10	216836	54925	TCAUC3	A	8013
#6	2785	PO	CME	2001	104244	0	MOBILE WORK STATIONS, #F5205 MW520,3,500 MHZ	736SCA0296	\$8,470.00	\$0.00	15	10	216836	54926	TCAUC3	A	8013
#6	2785	PO	CME	2001	104246	0	MOBILE WORK STATIONS, #F5205 MW520,3,500 MHZ	736SCA0292	\$8,470.00	\$0.00	15	10	216836	54927	TCAUC3	A	8013
#6	2785	PO	MON	2001	104247	0	MOTOROLA 10" MONITOR	736SBQ1377	\$0.00	\$0.00	15	10	216836	54935	TCAUC3	A	8001
#6	2785	PO	CME	2001	104248	0	MOBILE WORK STATIONS, #F5205 MW520,3,500 MHZ	736SCA0294	\$8,470.00	\$0.00	15	10	216836	54928	TCAUC3	A	8013
#6	2785	PO	CME	2001	104250	0	MOBILE WORK STATIONS, #F5205 MW520,3,500 MHZ	736SCA0293	\$8,470.00	\$0.00	15	10	216836	54929	TCAUC3	A	8013
#6	2785	PO	MON	2001	104251	0	MOTOROLA 10" MONITOR	736SBQ1435	\$0.00	\$0.00	15	10	216836	54937	TCAUC3	A	8001
#6	2785	PO	LEF	2002	106562	0	POLICE RADAR UNIT, BEE	BEE245000268	\$0.00	\$50.00	15	10	233477	99339	TCAUC3	A	8055
#7	N/A	N/A	N/A	N/A	N/A	N/A	PALLET OF OLD SPEAKERS, CAMERA PARTS,MOUNTING BRACKETS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC3	N/A	N/A
#8	2786	PO	MDM	2003	120222	0	VEHICULAR RADIO MODEM 850F4454,W/KEY LOCK,2YR WARR	508SDQ0061	\$0.00	\$2,821.00	15	10	258278	67130	TCAUC3	A	8001
#9	2787	GT	CAM	2003	87634	0	CAMERA, MOBILE VISION	93387	\$0.00	\$2,450.00	15	10		63003	TCAUC3	A	8013
#9	2787	PO	CAM	2000	100426	0	PATROL CAR VIDEO SYSTEMS, CAMERA	NEED	\$0.00	\$2,307.50	37	25	187479	60083	TCAUC3	A	8013
#9	2787	PO	MON	2002	102886	0	COMMUNICATIONS SERVICE MONITOR	132428146	\$0.00	\$3,000.00	15	10	235437	59724	TCAUC3	A	8001
#10	N/A	N/A	N/A	N/A	N/A	N/A	CABLE REELS, (2)SONY CARRY CASES, (1) LOWELL CARRY CASE FROM MEDIA	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC3	N/A	N/A
#11	N/A	N/A	N/A	N/A	N/A	N/A	KEAL KASE ROLLING STORAGE CONTAINER 49HX25WX26D	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC3	N/A	N/A
#12	2788	PO	RRE	1994	56070	0	CAMERA CONTROL UNIT	13742	\$0.00	\$1,175.00	15	10	70890	45059	TCAUC3	A	8013
#12	2788	PO	RRE	1993	56192	0	CAMERA CONTROL UNIT	12519	\$0.00	\$3,040.00	15	10	45294	45124	TCAUC3	A	8013
#12	2788	PO	RRE	1993	56194	0	CAMERA CONTROL UNIT	12699	\$5,698.00	\$0.00	15	10	45294	45125	TCAUC3	A	8013
#12	2788	PO	RRE	1994	89714	0	CAMERA CONTROL UNIT	14717	\$0.00	\$866.33	57	60	63023	31910	TCAUC3	A	8013
#12	2788	FA	RRE	1987	89715	0	CAMERA CONTROL UNIT	10764	\$0.00	\$1,400.00	15	10		39092	TCAUC3	A	8013
#12	2788	FA	RRE	1987	89716	0	CAMERA CONTROL UNIT	70494	\$0.00	\$1,400.00	15	10		39093	TCAUC3	A	8013
#12	2788	PO	RRE	1994	89747	0	CONTROL PANEL, VINTEN	UNKNOWN	\$0.00	\$2,445.00	15	10	49882	31955	TCAUC3	A	8013
#12	2788	FA	RRE	1986	89764	0	PROGRAM CONTROLLER, ALAMAR	NONE	\$0.00	\$1,200.00	15	10		39141	TCAUC3	A	8013
#12	2788	FA	RRE	1986	126492	0	PROGRAM CONTROLLER, ALAMAR	2100205794	\$0.00	\$1,200.00	15	10		39140	TCAUC3	A	8013
#12	2788	FA	RRE	1986	126493	0	PROGRAM CONTROLLER, ALAMAR	2100205541	\$0.00	\$1,200.00	15	10		39142	TCAUC3	A	8013
#12	2788	FA	RRE	1986	126494	0	PROGRAM CONTROLLER, ALAMAR	2100205907	\$0.00	\$1,200.00	15	10		39143	TCAUC3	A	8013
#13	2789	PO	RRE	1995	89863	0	MONITOR, ISC	2123700002	\$15,883.14	\$0.00	15	10	72090	31901	TCAUC3	A	8013
#13	2789	PO	RRE	1994	89864	0	MONITOR, SONY	12814	\$0.00	\$295.00	15	10	63023	31905	TCAUC3	A	8013
#13	2789	PO	RRE	1994	89865	0	MONITOR, SONY	1003896	\$0.00	\$295.00	15	10	63023	31904	TCAUC3	A	8013
#13	2789	PO	PCM	1994	89866	0	PC, ISC	1940500021	\$0.00	\$1,410.00	15	10	70890	31900	TCAUC3	A	8013
#13	2789	PO	RRE	1995	89867	0	MODULATOR, SCIENTIC ATLANTA	73023	\$0.00	\$603.00	57	60	72112	31899	TCAUC3	A	8013
#13	2789	PO	RRE	1994	89869	0	EQUIPMENT RACK	N/A	\$5,647.50	\$0.00	15	10	49881	27803	TCAUC3	A	8013

LOT#	E-ASSET	AQ.	TYPE	YEAR	TAG #	IMP.	DESCRIPTION	SERIAL	COST	INS.	DEPT	DIV.	P.O.	ASSET	LOC.	STA.	ACCT
#13	2790	PO	CAM	1993	82093	0	CAMERA HEAD,3 CHIP, SONY DXC 537L	13887	\$6,453.00	\$0.00	15	10	44266	26974	TCAUC3	A	8013
#14	2790	PO	CAM	1993	82095	0	CAMERA HEAD, 3 CHIP, SONY DXC 537L	13886	\$6,453.00	\$0.00	15	10	44266	26973	TCAUC3	A	8013
#14	2790	PO	CAM	1993	82139	0	CAMERA BACK, SONY CA 327	12430	\$0.00	\$805.00	15	10	45274	26954	TCAUC3	A	8013
#14	2790	PO	CAM	1993	82142	0	CAMERA BACK, SONY CA 327	12535	\$0.00	\$805.00	15	10	45274	26970	TCAUC3	A	8013
#15	2791	PO	RRE	1994	89870	0	EQUIPMENT RACK	N/A	\$5,545.25	\$0.00	15	10	49881	39052	TCAUC3	A	8013
#15	2791	PO	RRE	1994	89871	0	CAMERA CONTROL UNIT	NEED	\$0.00	\$873.09	15	10	63023	31903	TCAUC3	A	8013
#15	2791	PO	RRE	1994	89873	0	CAMERA CONTROL UNIT	NEED	\$0.00	\$873.09	15	10	63023	31908	TCAUC3	A	8013
#15	2791	PO	RRE	1994	89876	0	CAMERA	NONE	\$0.00	\$2,874.54	15	10	63023	31911	TCAUC3	A	8013
#15	2791	PO	RRE	1989	89878	0	MIXER,SHURE FP410	NONE	\$0.00	\$550.00	15	10	63023	23240	TCAUC3	A	8013
#15	2791	PO	RRE	1994	89872	0	CAMERA CONTROL UNIT	NEED	\$0.00	\$873.00	15	10	63023	31906	TCAUC3	A	8013
#15	2791	PO	RRE	1994	89874	0	CAMERA	UNKNOWN	\$0.00	\$2,598.25	15	10	63023	31907	TCAUC3	A	8013
#15	2791	PO	RRE	1993	56193	0	CAMERA CONTROL MONITOR	NONE	\$0.00	\$1,040.00	15	10	45294	45123	TCAUC3	A	8013
#15	2791	PO	RRE	1992	75917	0	MONITOR,VIDEO,4-GANG SO	18561	\$0.00	\$1,010.56	15	10	18097	9028	TCAUC3	A	8013
#15	2791	FA	RRE	1994	89875	0	CAMERA	NONE	\$0.00	\$2,874.54	15	10		39046	TCAUC3	A	8013
#16	2792	PO	RRE	1991	75920	0	CAMERA, SONY	10034	\$0.00	\$3,590.44	15	10	5948	39034	TCAUC3	A	8013
#16	2792	PO	CAM	1993	82141	0	CAMERA BACK, SONY CA 327	12534	\$0.00	\$805.00	15	10	45274	26969	TCAUC3	A	8013
#16	2792	PO	RRE	1994	89858	0	CAMERA ADAPTER	10366	\$0.00	\$553.00	15	10	63023	39165	TCAUC3	A	8013
#17	2793	PO	KIE	1991	69872	0	FRYOLATOR, VULCAN	9403NA0077	\$0.00	\$1,680.00	15	10		5039	TCAUC3	A	8032
#18	N/A	N/A	N/A	N/A	N/A	N/A	(25) OLD USED FILE CABINETS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC3	N/A	N/A
#19	N/A	N/A	N/A	N/A	N/A	N/A	(50) OLD USED OFFICE CHAIRS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC3	N/A	N/A



Travis County Commissioners Court Agenda Request

Meeting Date: August 23, 2011

Prepared By/Phone Number: Ron Dube, 854-6458

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Declare Corrections Bureau Bus Unit 471A as Surplus Property and Approve Sale to Hays County Sheriff's Department.

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

Pursuant to Section 263.151, declare Bus Unit 471A as Surplus Property.

The Hays County Sheriff's Department contacted the Travis County Sheriff's Department regarding a need for the bus, which is currently not operational due to maintenance. Travis County currently has six buses being used in their fleet. Hays County has agreed to pay \$1,500.00 for the bus..

Pursuant to Section 263.152(a)(1), sell the Corrections Bureau Bus Unit 471A to Hays County Sheriff's Department for \$1,500.00.

APPROVED () DISAPPROVED ()

BY COMMISSIONERS COURT ON

DATE

COUNTY JUDGE



GARY CUTLER
HAYS COUNTY SHERIFF

1307 Uhland Road
San Marcos, Texas 78666
512-393-7800
www.sheriff.co.hays.tx.us

BRAD ROBINSON
Captain – Corrections

MARK CUMBERLAND
Captain – Support Services

JAMIE R. PAGE
Chief Deputy

MIKE DAVENPORT
Captain – Law Enforcement

August 9, 2011

Travis County
Cyd V. Grimes, C.P.M.
700 Lavaca, Suite 800
Austin, Texas 78701

Cyd,

We are purchasing a 1990/91 freight liner, 46 passenger jail bus - Unit identifier 471. It is the only older bus in the Travis County Sheriff's inventory and is garaged at the Del Valle Correctional facility, Dell Valle, TX.

Sheriff Hamilton and I, in conjunction with you, have agreed on a purchase price of \$1,500.00. At the soonest availability, please add this item to the commissioner's court agenda for approval. The \$1,500 check will be made payable to Travis County (unless, otherwise noted) and is available and will be hand delivered to you at your earliest request.

Please feel free to contact Capt. Mark Cumberland at 512-738-1858 or by email mcumberland@co.hays.tx.us if you should have any questions.

Sincerely,

Gary Cutler
Sheriff



GREG HAMILTON

TRAVIS COUNTY SHERIFF

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

JAMES N. SYLVESTER
Chief Deputy

PHYLLIS CLAIR
Major – Law Enforcement

DARREN LONG
Major – Corrections

MARK SAWA
Major - Administration & Support

Date: July 19, 2011
To: Cyd Grimes, C.P.M. Purchasing Agent
From: Greg Hamilton, Sheriff *GH*
Subject: Vehicle Donation to the Hays County Sheriff's Office

RECEIVED
TRAVIS COUNTY SHERIFF'S OFFICE
2011 JUL 25 PM 12:06
PURCHASING
OFFICE

The Travis County Sheriff's Office is requesting to donate Corrections Bureau Bus Unit 471A (Auxiliary Vehicle) to the Hays County Sheriff's Office.

Bus Description:

- Unit 471 Auxiliary Vehicle
- VIN 1HVBBZ7N1MH307073
- 1990 International Bus
- license plate number 585-669
- current mileage is 0740292

Currently the TCSO Corrections Bureau has six buses in its fleet including an Americans with Disabilities (ADA) Bus. Unit 471A is the oldest of our fleet of buses. Currently, this unit is not operational due to maintenance.

TCSO is recommending to the Commissioners Court that Unit 471A be considered for donation to Hays County Sheriff's Office.



Travis County Commissioners Court Agenda Request

Meeting Date: August 23, 2011, 9:00 AM Voting Session

Prepared By/Phone Number: John E. Pena / Marvin Brice, CPPB,
Purchasing Office, 512-854-9700

Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve contract award for professional consulting and design services for the Capital Area Pavement Engineering Council (CAPEC), PS100298JE, to the highest qualified respondent, HVJ Associates, Inc.

- Ø **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.
- Ø The Capital Area Pavement Engineering Council (CAPEC) initiative is a multi-agency effort aimed at eliminating or minimizing historical problems associated with roadways constructed over the highly expansive soils located predominately east of IH-35. It will also strive to provide an added benefit through standardization of pavement designs.
- Ø On October 13, 2010, five (5) Statement of Qualifications (SOQ's) were received in response to this solicitation. A CAPEC Board of Governors, consisting of one TNR Staff Member, two representatives from the City of Austin, and one representative from Williamson County, evaluated and rated the SOQ's of each firm. Two firms with the highest ranking were selected for oral interviews and on March 1, 2011. The Commissioners Court approved the department's recommendation to begin negotiations with these firms. HVJ Associates, Inc. was determined as the highest qualified.
- Ø The CAPEC Board of Governors has completed its negotiations with HVJ Associates, Inc. for the scope and fee for the three phases of the study and recommends award of the contract to HVJ Associates Inc. for

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

Phase 1- Collect Information and Establish Partnering, at a fixed fee of \$76,700.00.

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

Ø **Contract-Related Information:**

Award Amount: \$76,700.00 Phase One (Not-To-Exceed)

Contract Type: Professional Services

Contract Period: 6 Months after NTP issuance

Ø **Contract Modification Information:** N/A

Modification Amount:

Modification Type:

Modification Period:

Ø **Solicitation-Related Information:**

Solicitations Sent: 158

Responses Received: 5

HUB Information: 9

% HUB Subcontractor: N/A

Ø **Special Contract Considerations:** N/A

Award has been protested; interested parties have been notified.

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

Comments:

Ø **Funding Information:**

Purchase Requisition in H.T.E.: 419997

Funding Account(s): 001-4941-621-6099 (\$52,400)

099-4941-621-6099 (\$24,300)

Comments:

**PROFESSIONAL SERVICES
AGREEMENT**

BETWEEN

TRAVIS COUNTY

AND

HVJ ASSOCIATES, INC.

FOR

**DESIGN SERVICES FOR
CAPITAL AREA PAVEMENT ENGINEERING
COUNCIL (CAPEC)**

CONTRACT NO.: PS100298JE

PROFESSIONAL SERVICES AGREEMENT (PSA)

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PROFESSIONAL SERVICES AGREEMENT (PSA)

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Agreement is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas, (the "COUNTY") and HVJ ASSOCIATES, INC. (the "CONSULTANT") (this "Agreement").

WHEREAS, the COUNTY desires to obtain professional engineering services for the Design Services for Capital Area Pavement Engineering Council (CAPEC) (the "Project"); and

WHEREAS, the CONSULTANT has the professional ability and expertise to fulfill the requirements of the Project, and to counsel the COUNTY in the selection and analysis of cost-effective alternatives; NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the amount and sufficiency of which are acknowledged, the COUNTY and the CONSULTANT agree as follows:

SECTION 1 EMPLOYMENT OF THE CONSULTANT

- 1.1 The COUNTY agrees to contract with the CONSULTANT as an independent contractor and the CONSULTANT agrees to perform professional engineering services as described in this Agreement. As a condition to this contractual obligation, it is specifically agreed that any disputes arising under this Agreement shall be submitted to the COUNTY EXECUTIVE of the Travis County Transportation and Natural Resources Department (the "COUNTY EXECUTIVE"). Disputes pertaining to non-technical matters shall be handled in accordance with Paragraph 11.9 of this Agreement. The COUNTY EXECUTIVE has complete authority for the purpose of resolving technical matters. In all other cases, the decision of the Travis County Commissioners Court (the "Commissioners Court") shall be final and binding.
- 1.2 The COUNTY shall provide the CONSULTANT convenient access to all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to the Project. The CONSULTANT shall make copies of needed information and promptly return all originals. Cost of such copies will be a reimbursable expense. The CONSULTANT's copies of the foregoing material shall be returned to the COUNTY upon completion of the Project, if the COUNTY EXECUTIVE so instructs the CONSULTANT.
- 1.3 The COUNTY cannot guarantee the accuracy of all information it provides to the CONSULTANT. The CONSULTANT may rely on professional sealed documents to the extent that the original professional would have been held liable for the information in the documents in accordance with industry standard practice. Information provided in record or as-built documents that are critical to the current design work should be field-verified by the CONSULTANT in accordance with his professional judgment. The CONSULTANT may rely on other project information provided by the COUNTY, such as program data or design criteria, in accordance with industry standards, except as otherwise modified herein.
- 1.4 If the COUNTY EXECUTIVE observes or otherwise becomes aware of any fault or defect in the Work Product, as defined in Section 7, the COUNTY EXECUTIVE shall give prompt written notice of it to the CONSULTANT. The CONSULTANT shall correct any such fault or defect at no cost to the COUNTY.

SECTION 2 BASIC SERVICES OF THE CONSULTANT

- 2.1 The CONSULTANT is responsible for the complete design and documentation of the work described in this Agreement, and shall prepare the Work Product so that it is acceptable to the COUNTY EXECUTIVE. The CONSULTANT shall also serve as the COUNTY'S professional consultant in those phases of the Project to which this Agreement applies and shall consult with and give advice to the COUNTY during the performance of the Project.
- 2.2 The CONSULTANT shall perform the "Basic Services," which means:
- 2.2.1 all elements of labor, materials, and equipment required for the Project, which shall be rendered to the satisfaction of the COUNTY EXECUTIVE and the Commissioners Court and in accordance with the requirements, policies, and standard practices of Travis County;
 - 2.2.2 the detailed Scope of Services for the Project, set forth in Appendix A, attached and incorporated into this Agreement (the "Scope of Services");
 - 2.2.3 all requirements stated in the Qualifications Statement submitted by the CONSULTANT in response to that RFQ, attached as Appendix B and incorporated into this Agreement;
 - 2.2.4 the Work Product, as defined herein, which the CONSULTANT shall submit to the COUNTY for review at regular intervals, as specified in the Project Schedule to be provided by the CONSULTANT, attached as Exhibit 3 and incorporated into this Agreement.
- 2.3 The CONSULTANT shall use all applicable codes in performing the Basic Services for the Project. The standards, codes, specifications, or other technical, design or professional requirements applying to this Project shall be the latest edition in effect on the date on which this PSA is executed, unless the CONSULTANT and the COUNTY expressly agree otherwise. The applicable codes for this project include, but are not limited to:
- a. National Fire Code
 - b. National Plumbing Code
 - c. Travis County Design Standards for Construction of Streets and Drainage in Subdivisions
 - d. AASHTO A Policy on Geometric Design of Highways and Streets
 - e. Texas Manual of Uniform Traffic Control Devices for Streets and Highways (current edition and revisions)
 - f. Texas Department of Transportation Construction Manual
 - g. City of Austin Drainage Criteria Manual (current version and updates)
 - h. City of Austin Environmental Criteria Manual (current version and updates)
 - i. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets and Bridges, 2004
 - j. Architectural Barriers, Texas Department of Licensing and Regulation
 - k. Americans with Disabilities Act (ADA) Regulations
 - l. Army Corps of Engineers Regulations
 - m. Edwards Aquifer Regulations
 - n. Texas Commission on Environmental Quality applicable regulations
- 2.4 As part of the Basic Services, the CONSULTANT shall report to the County any suspected hazardous

materials in the areas of proposed construction. Hazardous materials assessment and abatement work will be provided by the County under separate contract.

SECTION 3 CONSTRUCTION COST

- 3.1 The construction cost is the total cost to the COUNTY of all elements of the Project designed or specified by the CONSULTANT (the "Construction Cost").
- 3.2 The Construction Cost includes the cost at current market rates, including a reasonable allowance for overhead and profit, (i) of labor and materials and any equipment which has been designed, specified, selected, or specially provided for by the CONSULTANT and (ii) of permitting fees and other fees and charges required by the City of Austin or other governmental authorities. The Construction Cost does not include the compensation of the CONSULTANT and other consultants.
- 3.3 Detailed estimates of the Construction Cost prepared by the CONSULTANT represent the CONSULTANT'S best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the CONSULTANT nor the COUNTY has control over the cost of labor, materials, or equipment, over contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions.
- 3.4 The CONSULTANT may include contingencies for design, bidding, and price escalation to determine what materials, equipment, component systems, and types of construction are to be included in the Work Product (as defined in Section 7), and may include in the Work Product alternate bids to adjust the Construction Cost to the fixed limit.
- 3.5 If the Bidding Phase (as described in the Scope of Services) has not commenced within one month after the CONSULTANT submits the Work Product for that phase to the COUNTY, any Project budget or fixed limit of Construction Cost will be adjusted by the CONSULTANT if directed by COUNTY as an additional service, if delay was not caused by the CONSULTANT, to reflect any change in the general level of prices in the construction industry between the date of submission of the Work Product and the date on which bids are sought.
- 3.6 If the Project budget or fixed limit of Construction Cost is exceeded by the lowest responsible bid, the COUNTY may:
 - (1) give written approval of an increase in the Project budget or fixed limit,
 - (2) authorize rebidding of the Project within a reasonable time,
 - (3) if the Project is abandoned, terminate this Agreement, or
 - (4) revise the scope of the Project to reduce the Construction Cost.
- 3.7 If the COUNTY chooses to proceed under clause 3.6.4 above, the CONSULTANT, without additional compensation, shall modify the documents that the CONSULTANT is responsible for preparing under the Basic Services portion of this Professional Services Agreement as necessary to comply with the fixed limit.
- 3.8 The CONSULTANT shall estimate the total project budget, including reimbursables, contingencies, permit fees, and agency fees. The budget shall not include (i) hazardous material testing and removal if any is required or (ii) any costs for furniture, fixtures and equipment. As part of the services, the CONSULTANT must report any suspected occurrence of hazardous materials in the areas of proposed

remodeling to the County. Hazardous materials abatement work will be provided by the County under separate contract.

SECTION 4 COMPENSATION AND PAYMENT SCHEDULE

- 4.1 In consideration of the CONSULTANT's performance of the Basic Services, the CONSULTANT shall receive the Basic Services compensation described in Exhibit 1, attached and incorporated into this Agreement. The Basic Services compensation shall be paid in accordance with the payment schedule set forth in Exhibit 1.
- 4.2 For the performance of services not specifically described in the Basic Services, (the "Additional Services"), the CONSULTANT shall receive the Additional Services compensation described in Exhibit 1.
- 4.3 In the event of any dispute over the classification of the CONSULTANT's services as "Basic" or "Additional" services under this Agreement, the decision of the COUNTY EXECUTIVE is final and binding on the CONSULTANT.

SECTION 5 PERIOD OF SERVICE

- 5.1 The CONSULTANT shall perform the professional services described herein, whether "Basic" or "Additional" services, in accordance with the Project Schedule, attached hereto as Exhibit 3 and incorporated into this Agreement. Any such modification must include an update to the Project Schedule.
- 5.2 This Agreement becomes effective on the Effective Date, as defined below, and shall remain in full force and effect for the period required for the complete design of, construction contract award for, and construction of the Project, including warranty periods and any extensions of time (the "Project Completion Date"), unless sooner terminated.
- 5.3 If the performance by CONSULTANT or the COUNTY of either party's obligations under this Agreement is interrupted or delayed by any occurrence not occasioned by its own conduct, whether the occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Agreement, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects of the occurrence. Upon the discovery of such an event, the party whose performance is affected under this section shall notify the other party, and a special meeting shall be called by the COUNTY EXECUTIVE to propose a program for a solution to the problem, and if necessary, to establish an estimated period of time of suspension or extension of the Project Completion Date. A written request for an extension of time, when properly documented and justified by the circumstances, may be granted by the COUNTY EXECUTIVE.

SECTION 6 COORDINATION WITH COUNTY

- 6.1 The COUNTY EXECUTIVE shall act on behalf of the COUNTY with respect to any and all services to be performed under this Agreement. The COUNTY EXECUTIVE shall have complete authority to interpret and define the COUNTY's policies and decisions with respect to the CONSULTANT's

services. The COUNTY EXECUTIVE may designate representatives to transmit instructions and receive information.

- 6.2 The CONSULTANT shall not begin any work until the CONSULTANT has been thoroughly briefed on the scope of the Project by the COUNTY EXECUTIVE. The CONSULTANT shall not begin any work on the Project until receipt of a written notice to proceed is issued by the Travis County Purchasing Agent upon the recommendation of the COUNTY EXECUTIVE (the "Notice to Proceed"). The CONSULTANT shall not begin any work on any phase of the Project; as such phases are described in the Scope of Services, until receipt of a written Notice to Proceed, which shall be issued by the COUNTY EXECUTIVE.
- 6.3 At the beginning of each phase and before written authorization to proceed with that phase is issued, the CONSULTANT shall submit to the COUNTY EXECUTIVE the Project Schedule, as updated and adjusted as required for each phase. In addition, the CONSULTANT must make monthly progress reports with comparisons to the Project Schedule.
- 6.4 In addition to the CONSULTANT's obligations described in the Scope of Services pertaining to meetings, at intervals that must not exceed 30 days, the CONSULTANT must arrange for and attend progress meetings with representatives of the COUNTY and, as applicable, any other governmental authority having jurisdiction over the Project to explain and receive feedback on the work-in-progress.
- 6.5 The CONSULTANT shall furnish all available data and reasonable assistance necessary to comply with established application, review, and approval processes for any permits, grants, or planning advances required for the Project. The CONSULTANT shall familiarize himself with and comply with established application, review, and approval processes as necessary to assure that reasonable compliance will cause no delay to the Project Schedule.
- 6.6 The CONSULTANT is responsible at all times under the terms of this Agreement for advising the COUNTY whether in the CONSULTANT's judgment it is feasible to proceed with the Project given any constraints affecting the Project.
- 6.7 The CONSULTANT shall cooperate and coordinate with the COUNTY's staff and other consultants and contractors as reasonable and necessary in the performance of this Agreement and as required by the COUNTY EXECUTIVE.

SECTION 7 WORK PRODUCT

- 7.1 The term "Work Product" shall mean any reports, drawings, plans, specifications, and any other documents created, obtained, or assembled in connection with the performance of this Agreement and with the services rendered in connection with the Project, including but not limited to any and all deliverables for each phase of the Project as described in the Scope of Services.
- 7.2 The Consultant must submit the Work Product for each phase of the Project on or before the dates specified in the Project Schedule provided by the Consultant. Upon receipt of the Work Product, the County will check the Work Product for completeness. To be considered complete, the Work Product for a phase must include all items listed, referenced, and otherwise described in this Agreement relating to that phase of the Project.

- 7.3 After the County determines that the Work Product is complete, it will notify the CONSULTANT that the COUNTY's Technical Review Process, as defined in Section 7.4, will begin. If the County finds the Work Product to be incomplete, it will notify the CONSULTANT, which must perform any professional services required to complete the Work Product for that phase and must resubmit it to the COUNTY.
- 7.4 The COUNTY's "Technical Review Process" shall mean the County's review of the Work Product for substantial compliance with the technical specifications and requirements included in the Basic Services. If necessary, the Work Product will be returned to the CONSULTANT, who shall perform any professional services required for such compliance and resubmit the Work Product to the COUNTY.
- 7.5 The process described in paragraph 7.3 and 7.4 shall be repeated until the Work Product is accepted by County. "Acceptance" shall mean that in the COUNTY EXECUTIVE's opinion substantial compliance with the technical specifications and requirements has been achieved.
- 7.6 After Acceptance, the CONSULTANT shall perform any required modifications, corrections, redesigns, and additional work as requested by the COUNTY and any other governmental entities having jurisdiction over the Project and as necessary to receive final approval by the COUNTY EXECUTIVE. "Approval" shall mean formal written recognition that the Work Product for that phase is Complete and that compliance with the technical specifications and requirements has been fully achieved.
- 7.7 In the event of any dispute over the classification of the CONSULTANT's Work Product as "Complete", "Accepted", or "Approved" under this Agreement, the decision of the COUNTY EXECUTIVE shall be final and binding on the CONSULTANT.

SECTION 8 REVISION TO WORK PRODUCT

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

SECTION 9 REIMBURSABLE EXPENSES

- 9.1 "Reimbursable Expenses" means expenses in addition to the compensation for Basic Services or Additional Services set forth in Exhibits 1 and 2, and shall include actual expenditures made by the CONSULTANT in the interest of the Project for the expenses listed below:
- 9.1.1 Expense of reproductions, plotting of drawings, and/or other documents for other than the in-house use of the CONSULTANT. Also allowable as reimbursables are postage, delivery expenses, and mileage that are for the Work Product(s);
- 9.1.2 Expense of review and permitting fees as required by governmental authorities having

jurisdiction over the Project; and

- 9.1.3 The Sub-consultant Management Fee is a to-be-determined (TBD) percentage negotiated between the COUNTY and the CONSULTANT for the management of any sub-consultants utilized in the performance of the Basic Services or Additional Services set forth in Exhibits 1 and 2. The COUNTY reserves the right to waive the Sub-consultant Management Multiplier during negotiations.
- 9.2 Unless this Agreement has been amended or modified, at no time will the payments made for each of the above-listed categories of Reimbursable Expenses exceed the amount shown in Exhibit 1.
- 9.3 Payment of Reimbursable Expenses shall be made monthly upon presentation of the CONSULTANT's statement of services rendered or expenses incurred. Receipts for all reimbursable expenses must be submitted with each invoice. The COUNTY does not reimburse for sales taxes paid by the CONSULTANT. The CONSULTANT may obtain a Tax Exempt Certificate from the Travis County Purchasing Office.

SECTION 10 SUSPENSION AND TERMINATION OF AGREEMENT

- 10.1 **SUSPENSION**. The COUNTY may suspend performance of this Agreement at any time for any reason without terminating this Agreement by giving CONSULTANT written Notice of Suspension (a "Notice of Suspension"). The "Effective Date of Suspension" shall be the date on which CONSULTANT receives the Notice of Suspension, and this date shall begin the Suspension Period. Performance may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by the CONSULTANT of written notice of reinstatement from the COUNTY. Upon the Effective Date of Suspension, the CONSULTANT must follow the procedures described below:
- 10.1.1 Upon receipt of a Notice of Suspension, the CONSULTANT must, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and must prepare a statement detailing the services performed under this Agreement prior to the Effective Date of Suspension. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the Effective Date of Suspension, including but not limited to the Work Product, shall be prepared for possible delivery to the COUNTY upon COUNTY's request.
- 10.1.2 During the Suspension Period, the CONSULTANT may submit the above-referenced statement to the COUNTY for payment of the approved services actually performed under this Agreement, less previous payments.
- 10.2 **TERMINATION FOR CONVENIENCE**. The COUNTY reserves the right to terminate this Agreement for reasons other than default by the CONSULTANT, including for any reason deemed by Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order, by delivering to the CONSULTANT a written notice (a "Notice of Termination"), which will take effect on the tenth day following receipt by the CONSULTANT ("Termination for Convenience"). Termination for Convenience shall not be made when termination is authorized under any other provisions of this Agreement and Termination for Convenience shall not be taken with the intention of awarding the same or similar contract requirements to another source.

- 10.2.1 Upon receipt of a Notice of Termination and prior to the effective date of termination, the CONSULTANT shall, unless the Notice of Termination otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and must proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within 30 days after receipt of a Notice of Termination, the CONSULTANT must submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.
- 10.2.2 Copies of all completed or partially completed designs, plans, specifications and other work product prepared under this Agreement prior to the effective date of termination shall be delivered to the COUNTY as a precondition to any final payment due under this Agreement.
- 10.2.3 Upon the above conditions being met, the COUNTY shall pay the CONSULTANT for approved services actually performed under this Agreement prior to termination, less previous payments.
- 10.2.4 Failure by the CONSULTANT to submit the required statement described in paragraph 10.2.1 and to comply with the above stated conditions shall constitute a waiver by the CONSULTANT of any and all rights or claims to collect the fee that CONSULTANT may rightfully be entitled to for services performed under this Agreement.
- 10.3 TERMINATION FOR DEFAULT. Either party may terminate this Agreement for the failure of the other party to perform any provisions of this Agreement, through no fault of the terminating party ("Termination for Default") by delivering written notice of termination (a "Notice of Termination for Default") to the defaulting party. The Notice of Termination for Default shall take effect on the tenth day following receipt by the defaulting party. In the event of Termination for Default, the COUNTY and its officials, agents and representatives shall not be liable for loss of any profits.

Termination by CONSULTANT:

- 10.3.1 In the event the CONSULTANT exercises its right to terminate for default by the COUNTY, within 30 days after receipt by the COUNTY of the CONSULTANT's Notice of Termination for Default, the CONSULTANT must submit a statement detailing the services performed under this Agreement prior to the effective date of termination.
- 10.3.2 Copies of all completed or partially completed designs, plans, specifications, and other work product prepared under this Agreement prior to the effective date of termination shall be delivered to the COUNTY as a precondition to any final payment due under this Agreement.
- 10.3.3 Upon the above conditions being met, the COUNTY shall pay the CONSULTANT for approved services actually performed under this Agreement prior to termination, less previous payments.
- 10.3.4 Failure by the CONSULTANT to submit the required statement described in paragraph 10.3.1 and to comply with the above stated conditions shall constitute a waiver by the CONSULTANT of any and all rights or claims to collect the fee that CONSULTANT may rightfully be entitled to for services performed under this Agreement.

Termination by COUNTY:

- 10.3.5 Upon receipt by the CONSULTANT of a Notice of Termination for Default and prior to the effective date of termination, the CONSULTANT shall, unless the Notice of Termination

otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and must proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within 30 days after receipt of a Notice of Termination for Default, the CONSULTANT must submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.

- 10.3.6 Copies of all completed or partially completed designs, plans, specifications and other work product prepared under this Agreement prior to the effective date of termination must be delivered to the COUNTY as a precondition to any final payment due under this Agreement.
- 10.3.7 Upon the above conditions being met, the COUNTY shall pay the CONSULTANT for approved services actually performed under this Agreement prior to termination, less previous payments.
- 10.3.8 Failure by the CONSULTANT to submit the required statement described in paragraph 10.3.5 and to comply with the above stated conditions shall constitute a waiver by the CONSULTANT of any and all rights or claims to collect the fee that CONSULTANT may rightfully be entitled to for services performed under this Agreement.

10.4 All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

SECTION 11
CONSULTANT'S RESPONSIBILITY AND LIABILITY

- 11.1 The CONSULTANT covenants to undertake no task in which a professional license or certificate is required unless CONSULTANT or someone under CONSULTANT's direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, the CONSULTANT shall inform the COUNTY of such event within five (5) working days.
- 11.2 The CONSULTANT is responsible for conformance with applicable federal and state laws, COUNTY permitting requirements, and city ordinances currently in effect.
- 11.3 Acceptance and Approval of the Work Product by the COUNTY shall not release the CONSULTANT of any responsibility or liability for the accuracy and competency of CONSULTANT's designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither Acceptance nor Approval by the COUNTY constitutes an assumption of responsibility or liability by the COUNTY for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by the CONSULTANT.
- 11.4 Notwithstanding anything in this Agreement to the contrary, the CONSULTANT must perform all services and responsibilities required of the CONSULTANT under this Agreement using at least that standard of care which a reasonably prudent CONSULTANT in Travis County, Texas, would use in similar circumstances. The CONSULTANT shall perform the duties set forth in this Agreement in a professional manner and nothing in this Agreement is to be construed to relieve the CONSULTANT of this duty.
- 11.5 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, must upon the COUNTY's request be immediately removed from association with the Project.
- 11.6 The CONSULTANT must place his Texas Professional CONSULTANT's seal of endorsement on all documents and engineering data furnished to the COUNTY, as required by law.
- 11.7 The CONSULTANT is an independent contractor under this Agreement. Neither the CONSULTANT nor any officer, agent, servant, or employee of the CONSULTANT must be classified as an employee or servant of COUNTY.
- 11.8 **INDEMNIFICATION.** THE CONSULTANT AGREES TO AND MUST INDEMNIFY AND HOLD HARMLESS COUNTY AND ITS OFFICIALS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, ACTIONS, SUITS, AND LIABILITY OF ANY KIND, WHETHER MERITORIOUS OR NOT, INCLUDING, WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING IN WHOLE OR IN PART FROM ANY NEGLIGENT ACT, NEGLIGENT ERROR, OR NEGLIGENT OMISSION OF 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.
- 11.8.1 If any claim, or other action, that relates to the CONSULTANT's performance under this Agreement, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against the CONSULTANT, the

CONSULTANT must give written notice to County of the following information:

- (i) the existence of the claim, or other action, within 10 working days after being notified of it;
- (ii) the name and address of the person, firm, corporation, or other entity that made a claim, or that instituted any type of action or proceeding;
- (iii) the alleged basis of the claim, action or proceeding;
- (iv) the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
- (v) the name or names of any person against whom this claim is being made.

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

11.9 **DISPUTES AND APPEALS:** The Purchasing Agent acts as the County representative in the issuance and administration of this contract. In case of a dispute, any document, notice, or correspondence not issued by or to the Purchasing Agent, or other authorized County person, is void unless otherwise stated in this contract. If the CONSULTANT does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, the CONSULTANT must submit a written notice to the Purchasing Agent, or other authorized County person, within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail.

SECTION 12 OWNERSHIP OF DOCUMENTS

- 12.1 The CONSULTANT must furnish the County with all Work Product as requested, regardless of whether it is complete at the end of the Project, or upon suspension or termination of this Agreement, as provided herein. The CONSULTANT has the right to retain copies of the Work Product for its records.
- 12.2 The Work Product and any other documents, including estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by the CONSULTANT in performance of this Agreement, together with all intellectual property and proprietary rights in and to all such documents, upon creation become the sole and exclusive property of the COUNTY, and upon completion of the Project must be delivered to the COUNTY in an organized fashion with the CONSULTANT retaining a copy.
- 12.3 Any reuse by the CONSULTANT of any such documents described in paragraphs 12.1 and 12.2 without the specific and prior written consent of the COUNTY is at the CONSULTANT's sole risk and without liability or legal exposure to the COUNTY. Should this Agreement be terminated prior to completion of the Project, the CONSULTANT shall not be liable for the COUNTY's use of partially completed designs, plans, or specifications on this Project or any other Project.
- 12.4 The CONSULTANT shall not be responsible for any use or any modifications to the documents described in paragraphs 12.1 and 12.2 performed by any other entity, without the specific written

consent of the CONSULTANT.

SECTION 13 MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS

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

SECTION 14 MISCELLANEOUS

- 14.1 VENUE. This Agreement is governed by and is to be construed in accordance with the laws of the United States of America and the State of Texas, and all obligations under this Agreement are performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.
- 14.2 SEVERABILITY. If any portion or portions of this Agreement are ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.
- 14.3 EQUAL OPPORTUNITY IN EMPLOYMENT. The CONSULTANT agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit 4, attached hereto and made a part hereof.
- 14.4 CERTIFICATE OF CONSULTANT. The CONSULTANT certifies that neither the CONSULTANT nor any members of the CONSULTANT's firm has:
- 14.4.1 Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bonafide employee working solely for the CONSULTANT) to solicit or secure the services provided by this Agreement.
- 14.4.2 Agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person other than in connection with carrying out the services to be performed under this Agreement.
- 14.4.3 Paid or agreed to pay to any firm, organization, or person (other than bonafide employees working solely for the CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the services provided under this Agreement.
- 14.4.4 The CONSULTANT further agrees that this certification may be furnished to any local, state, or federal governmental agencies in connection with this Agreement and for those portions of the Project involving participation of agency grant funds and is subject to all applicable state

and federal, criminal and civil laws.

- 14.5 **BIDDING EXEMPTION.** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
- 14.6 **NOTICE.** Any notice required or permitted to be given under this Agreement by one party to the other must be in writing and must 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 set forth in this section.

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

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

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

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

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

R.F. CARMICHAEL III P.E.
90 HVD ASSOCIATES, INC
4201 FRIEDRICH LANE # 110
AUSTIN, TEXAS 78744

- 14.7 **INSURANCE.** The CONSULTANT agrees during the performance of the services under this Agreement to comply with the insurance requirements set forth in Exhibit 5, attached hereto and made a part hereof.
- 14.8 **FORFEITURE OF AGREEMENT.** The CONSULTANT will forfeit all benefits of this Agreement and the COUNTY will retain all performance by the CONSULTANT and recover all consideration or the value of all consideration, paid to the CONSULTANT pursuant to this Agreement if:
- (i) The CONSULTANT was doing business with any Key Contracting Person at the time of execution of the contract or had done business during the 365 day period immediately prior to the date on which it is executed;
 - (ii) CONSULTANT does business with a Key Contracting Person at any time after the date on which the contract is executed and prior to full performance of the contract.

14.8.1 "Was doing business" and "has done business" mean:

- 14.8.1.1 Paying or receiving in any calendar year any money valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
- 14.8.1.2 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;

14.8.2 but does not include:

- 14.8.2.1 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;
- 14.8.2.2 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 the CONSULTANT in the ordinary course of its business; or
- 14.8.2.3 a transaction for a financial service or insurance coverage made on behalf of the CONSULTANT if the CONSULTANT is a national or multinational corporation by an agent, employee or other representative of the CONSULTANT who does not know and is not in a position that he or she should have known about the Contract.

14.8.3 "Key Contracting Person" means any person or business listed in listed in Attachment 1 to Exhibit 6, attached and incorporated into this Agreement.

14.9 **PURCHASE ORDER.** The CONSULTANT and its contractors, subcontractors, and vendors must provide goods and services using the purchase order method. A purchase order number will be assigned by the designated representative of the Travis County Purchasing Office. The CONSULTANT and its contractors, subcontractors and vendors must reference the Agreement number and the purchase order number on all invoices to the Travis County Transportation and Natural Resources Department. The terms and conditions contained elsewhere in this Agreement shall prevail over different or contrary terms in any purchase order. All invoices submitted by the CONSULTANT and its contractors, subcontractors, and vendors must reference the purchase order number on the invoice. The COUNTY will not pay invoices that are in excess of the amount authorized by the purchase order.

14.10 **PAYMENTS.** Payment shall be made by check or by warrant upon satisfactory delivery and acceptance of items and submission of a correct and complete invoice to the address below for orders placed by the Purchasing Agent, or as indicated on Purchase Orders placed by other authorized COUNTY offices and/or departments.

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

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

- 14.10.1.1 name, address, and telephone number of the CONSULTANT and similar information in the event payment is to be made to a different address,
- 14.10.1.2 County Agreement, Purchase Order, or Delivery Order number,
- 14.10.1.3 identification of items or services as outlined in the Agreement,
- 14.10.1.4 quantity or quantities, applicable unit prices, total prices, and total amount, and
- 14.10.1.5 any additional payment information which may be called for by this Agreement.

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

14.10.2 DISBURSEMENTS TO PERSONS WITH OUTSTANDING DEBTS PROHIBITED.

- 14.10.2.1 In accordance with Section 154.045 of the Local Government Code, if notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of the CONSULTANT to the State, the COUNTY or a salary fund, a warrant may not be drawn on a COUNTY fund in favor of the CONTRACTOR, or an agent or assignee of the CONSULTANT until:

14.10.2.1.1 the County Treasurer notifies the CONSULTANT in writing that the debt is outstanding; and

14.10.2.1.2 the debt is paid.

- 14.10.2.2 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the COUNTY.

- 14.10.2.3 COUNTY may apply any funds COUNTY owes the CONSULTANT to the outstanding balance of debt for which notice is made under section 14.10.2.1 above, if the notice includes a statement that the amount owed by the COUNTY to the CONSULTANT may be applied to reduce the outstanding debt.

- 14.11 **INTEREST ON OVERDUE PAYMENTS.** Accrual and payment of interest on overdue payments is governed by Chapter 2251 of the Texas Government Code.
- 14.12 **PROPERTY TAXES.** Notwithstanding anything to the contrary herein, if the CONSULTANT is delinquent in the payment of property taxes at the time of providing the services rendered under this Agreement, the CONSULTANT 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.
- 14.13 **TAXPAYER IDENTIFICATION.** The CONSULTANT must provide the COUNTY with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any funds are payable under this Agreement.
- 14.14 **SUCCESSORS AND ASSIGNS.** This Agreement is binding upon and inures to the benefit of the COUNTY and the CONSULTANT and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CONSULTANT may assign, sublet, or transfer their interest in or obligations under this Agreement without the written consent of the other party hereto. IT IS EXPRESSLY ACKNOWLEDGED THAT NO OFFICIAL, EMPLOYEE, AGENT, OR

REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.

14.15 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PROGRAM REPORTING REQUIREMENTS.

14.15.1 HUB Program Requirements

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

- (a) dividing the Work into the smallest feasible portions, to allow for maximum HUB subcontractor participation;
- (b) providing to HUBs that exhibited genuine interest in bidding on a subcontract adequate information regarding the Project (i.e. plans, specifications, scope of work, bonding and insurance requirements and a point of contact within CONSULTANT's organization);
- (c) notifying, in writing, three or more HUBs for each scope of work, allowing no less than five working days prior to bid submission, of the planned work to be subcontracted;
- (d) providing notice of opportunities to minority or women trade organizations or development centers to assist in identifying potential HUBs by disseminating the information to their members/participants.

14.15.1.2 The CONSULTANT may go beyond the good faith efforts listed above when soliciting HUB subcontractors.

14.15.2 Subcontractor Tracking Software System.

14.15.2.1 The Travis County Purchasing Office has implemented an electronic subcontracting reporting system (the "Subcontractor Tracking Software System" or the "System") to assist the Travis County Purchasing Office in monitoring, tracking and reporting payments to Subcontractors/subconsultants. The COUNTY understands and believes, based on discussions with representatives of the System vendor and review of documentation accompanying the System, that: (i) the System provides a paperless environment in which transactions are electronically stored and routed; "Payment" and "Payment Verification" alerts are provided by e-mail and fax; (ii) the System will facilitate electronic Subcontractor/subconsultant diversity management, which in turn will improve auditing while cutting costs and shortening the audit

cycle from months to hours; (iii) the System will eliminate standard forms and streamline the current manual process of tracking payments to all first-tier Subcontractors/subconsultants by performing all such tracking procedures electronically; and (iv) the System will serve as a tool to improve efficiency, accountability, data accuracy, transparency, and overall communication.

14.15.2.2 The CONSULTANT shall designate, and shall require all Subcontractors/subconsultants to designate, a liaison responsible for handling all Subcontractor Tracking Software System reporting. On a monthly basis, the CONSULTANT shall record and submit electronically payments made to all Subcontractors/subconsultants for Work completed through the end of the previous pay period; such electronic recording and submission shall be completed no later than the 15th day after such payments are made. The CONSULTANT shall contractually require all Subcontractors/ subconsultants to verify payments by entering such payment data in the System no later than 10 days following the day on which the CONSULTANT enters the Subcontractor/subconsultant payment information as required herein. The CONSULTANT shall attempt to resolve any payment discrepancies or disputes in good faith. The CONSULTANT shall not receive credit towards the HUB, M/WBE and DBE participation goals until reported payments have been verified by entering the payment data into the System as described herein or by providing to the COUNTY payment documentation satisfactory to the COUNTY.

14.15.2.3 The CONSULTANT shall report payment information pertaining to each Subcontractor/subconsultant that includes, but is not limited to, business name, certification status, work assignment, original subcontract sum, payment number, percentage and dollars paid during the reporting period. A "Comment" field is available for entering additional information and comments and includes the ability to attach documents.

14.15.2.4 Failure by the CONSULTANT to furnish the information required of it described in this paragraph 14.15.2 may result in cancellation of the contract award and contract termination in accordance with the procedures set forth in this Agreement. Additionally, if the CONSULTANT is determined to be in default of these mandatory reporting requirements, it may have such conduct considered against it, in assessment of responsibility, in the evaluation of future contracts with the COUNTY.

14.15.2.5 The CONSULTANT shall register, and shall contractually require all Subcontractors/subconsultants to register, with a username and password. Training on how to use the System will be provided by Travis County Purchasing Office HUB staff.

14.15.2.6 The COUNTY understands and believes that the Subcontractor Tracking Software System will assist the COUNTY in ensuring compliance with the County's HUB Program, and will allow COUNTY staff to closely monitor The CONSULTANT and all Subcontractors/subconsultants performing Work on the Project. Travis County Purchasing Office HUB staff will conduct periodic post-award compliance reviews to verify that Subcontractors/subconsultants listed by the CONSULTANT performed the work and received payment.

14.15.2.7 During the term of this Agreement, the CONSULTANT is encouraged to inform the COUNTY of any problems anticipated or encountered, and of any other concerns, regarding the utilization of HUBs, M/WBEs and DBEs.

14.15.2.8 Other information tracked by the System includes increases or decreases in

Subcontractor/subconsultant Work assignments, percentage of goal achieved, and substitutions. When substituting a Subcontractor/subconsultant, the CONSULTANT is highly encouraged to utilize HUBs, M/WBEs and DBEs. The CONSULTANT must notify the COUNTY of any substitutions or changes to Subcontractors/subconsultants in accordance with the procedures described in the System. Such notice must be sent electronically to the Purchasing Agent or HUB Program Coordinator. The CONSULTANT may be requested to provide evidence that it made a good faith effort to substitute another HUB, M/WBE or DBE Subcontractor/subconsultant but was unable to do so. Approval turn around time will be within 24 – 48 hours. If the CONSULTANT has difficulty in locating HUB, M/WBE or DBE Subcontractors/subconsultants, it should contact the Travis County Purchasing Office HUB staff at (512) 854-4561 or (512) 854-4852.

14.15.2.9 The COUNTY understands and believes that other notifications automatically generated by the Subcontractor Tracking Software System include the following: User Registration/Password, Contract Award Notifications, Audit Reminders, Unresponsive HUB Subcontractors, Discrepancy Notifications, HUB Subcontractor Change Requests, Payment Verifications, Vendor Information Verification Notices, Not Meeting the Goals Notification and Contract Closeout. Some notifications listed may include response deadlines.

14.15.2.10 The COUNTY encourages the fostering of mentor/protégé relationships through the Community Mentor Protégé Initiative, and Travis County Purchasing Office HUB staff will cooperate with and assist the CONSULTANT in initiating and/or developing such efforts.

- 14.16 **FUNDING OUT.** The COUNTY will make reasonable efforts within its power to obtain, maintain and properly request and appropriate funds from which the payments provided for in connection with this Agreement may be paid. Notwithstanding any provision to the contrary in this Agreement, in the event that either no funds or insufficient funds are appropriated for any payments due under this Agreement for the period covered by such budget or appropriation, this Agreement will terminate without penalty to the COUNTY.
- 14.17 **FUNDING.** Funds for payment on this Agreement have been provided through the COUNTY budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Agreement is considered a recurring requirement and is included as a standard and routine expense of the COUNTY to be included in each proposed budget within the foreseeable future. The Commissioners Court expects this to be an integral part of future budgets to be approved during the period of this Agreement except for unanticipated needs or events which may prevent such payments against this Agreement. However, the COUNTY cannot guarantee the availability of funds, and enters into this Agreement only to the extent such funds are made available. The Fiscal Year for the COUNTY extends from October 1st of each calendar year to September 30th of the next calendar year.
- 14.18 **NON-WAIVER OF DEFAULT.** No payment, act, or omission by the COUNTY may constitute or be construed as a waiver of any breach or default of the CONSULTANT which then exists or may subsequently exist. All rights of the COUNTY under this Agreement are specifically reserved and any payment, act or omission is not to be construed to impair or prejudice any remedy or title to the COUNTY under it. Any right or remedy in this Agreement does not preclude the exercise of any other right or remedy under this Agreement or under any law, except as expressly provided herein, nor will any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

- 14.19 OFFICIALS NOT TO BENEFIT. If a member of the Commissioners Court belongs to a cooperative association, the COUNTY may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.
- 14.20 CONSULTANT CERTIFICATIONS:
- 14.20.1 The CONSULTANT certifies that the CONSULTANT (i) is a duly qualified, capable and otherwise bondable business entity, (ii) is not in receivership and does not contemplate same, (iii) has not filed for bankruptcy, and is not currently delinquent with respect to payment of property taxes within Travis County, and (iv) is duly licensed in the State of Texas to perform the work described in this Agreement.
- 14.20.2 The CONSULTANT further represents and warrants that (i) all applicable copyrights, patents and licenses which may exist on materials used in this Agreement have been adhered to and (ii) the COUNTY will not be liable for any infringement of those rights and any rights granted to the COUNTY will apply for the duration of this Agreement. The CONSULTANT must indemnify the COUNTY, its officers, agents and employees from all claims, losses, damages, causes of action and liability of every kind including expenses of litigation, and court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses of copyrights applicable to materials used in this Agreement.
- 14.21 CIVIL RIGHTS/ADA COMPLIANCE. The CONSULTANT must provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] as if the CONSULTANT were an entity bound to comply with these laws. The CONSULTANT shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.
- 14.22 GRATUITIES. The COUNTY may terminate this Agreement if it is found that gratuities of any kind, including entertainment, or gifts were offered or given by the CONSULTANT or any agent or representative of the CONSULTANT, to any County Official or employee with a view toward securing favorable treatment with respect to this Agreement. If this Agreement is terminated by the COUNTY pursuant to this provision, the COUNTY will be entitled, in addition to any other rights and remedies, to recover from the CONSULTANT at least three times the cost incurred by CONSULTANT in providing the gratuities.
- 14.23 MONITORING. The COUNTY reserves the right to perform periodic on-site monitoring of the CONSULTANT's compliance with the terms of this Agreement and of the adequacy and timeliness of the CONSULTANT's performance under this Agreement. After each monitoring visit, the COUNTY will provide the CONSULTANT with a written report of the monitor's findings. If the report notes deficiencies in the CONSULTANT's performances under the terms of this Agreement, it will include requirements and deadlines for the correction of those deficiencies by the CONSULTANT. The CONSULTANT must take action specified in the monitoring report prior to the deadlines specified.
- 14.24 INCORPORATION OF EXHIBITS AND ATTACHMENTS. All of the exhibits, attachments, and

appendices referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

- 14.25 ENTIRE AGREEMENT. This Agreement represents the entire and integrated Agreement between the COUNTY and the CONSULTANT and supersedes all prior negotiations, representations, or agreements, either oral or written.
- 14.26 TEXAS PUBLIC INFORMATION ACT. Notwithstanding any provision in this Agreement to the contrary, disclosure of any information obtained by the County or any of its officials, employees, agents or representatives in connection with this Agreement is subject to the provisions of the Texas Public Information Act and all legal authorities relating thereto, including but not limited to opinions, decisions, and letter rulings issued by the Texas Attorney's General Office.
- 14.27 ENTITY STATUS. By my signature below, I certify that the CONSULTANT is a Texas corporation, duly incorporated under Texas law and doing business in the State of Texas.

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

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

HVJ ASSOCIATES, INC.:

By: R. F. Carmichael III, P.E.

Printed Name: R. F. CARMICHAEL III, P.E.

Title: SR. PROJECT MANAGER

Authorized Representative

Date: 8/9/2011

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

TRAVIS COUNTY:

By: _____

Samuel T. Biscoe
Travis County Judge

Date: _____

AVAILABILITY OF FUNDS CONFIRMED:

By: _____

Susan Spataro
Travis County Auditor

APPROVED AS TO FORM:

By: _____

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

APPROVED AS TO FORM:

By: _____

Assistant County Attorney

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

1.1 The fixed fee for the performance of the Basic Services is the sum of \$64,547.00 for Phase 1.

1.1.1 Unless this Agreement has been amended or modified as provided herein, the payments for the phases described below are:

(i) Phase 1:

Task 1 – Literature Review / Partnering	\$49,247.00
Sub-task 1 – Literature Review	
Sub-task 2 - Partnering	
Task 2 – Work Plan	\$ 2,800.00
Task 3 – Interim Report	<u>\$12,500.00</u>
Phase 1 Total	<u>\$64,547.00</u>

* Phase 2 and Phase 3 to be funded as remaining entity monies are received, certified and budgeted*.

(ii) Phase 2:

Task 4 – Development of Soil Subgrade Model	\$ 30,100.00*
Task 5 – Development of Soil Testing Correlations	\$ 86,800.00*
Task 6 – Development of Traffic Characterization and Parameters	\$ 22,400.00*
Task 7 – Development of Soil Stabilization Strategies	\$ 20,700.00*
Task 8 – Work Plan	\$ 2,800.00*
Task 9 – Final Report	<u>\$ 16,100.00*</u>
Phase 2 Total	<u>\$178,900.00*</u>

(iii) Phase 3:

Task 10 – Development of Design Program and/or Methodology and Material and Construction Specifications	<u>\$ 42,200.00*</u>
Phase 3 Total	<u>\$ 42,200.00*</u>

SECTION 2 - FIXED FEE

- 2.1 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. This fixed fee is based upon the labor and non-labor costs, set forth in Exhibit 2 and described above, required in the performance of the various phases of work provided for under this Agreement.
- 2.2 In the event of any dispute over the classification of the CONSULTANT's services as either "Basic" or "Additional" services, the decision of the COUNTY EXECUTIVE is final and binding on the CONSULTANT.

SECTION 3 – COMPENSATION FOR ADDITIONAL SERVICES

- 3.1 "Additional Services" are defined as any services performed by CONSULTANT not specifically described in the Basic Services (Section 2 of this Agreement).
- 3.2 The County will pay the Consultant for the performance of Additional Services only if:
- 3.2.1 the Consultant received prior written authorization from the Travis County Purchasing Agent to perform the Additional Services; and
- 3.2.2 there is a written amendment to this Agreement regarding the Additional Services; and
- 3.2.3 the work to be performed was not made necessary by the Consultant's errors or omissions; and
- 3.2.4 the work is performed to the satisfaction of the COUNTY EXECUTIVE.

For the performance of the Additional Services, the COUNTY shall pay the CONSULTANT under a written amendment to this Agreement; provided, however, that the performance of any Additional Services shall be authorized in advance in writing by the Travis County Purchasing Agent upon the recommendation of the COUNTY EXECUTIVE.

- 3.3 The basis of compensation for the services of principals and employees engaged in the performance of the Additional Services are the hourly rates set forth in Exhibit 2.

SECTION 4 – REIMBURSABLE EXPENSES

- 4.1 The CONSULTANT shall be reimbursed for non-labor expenses and a subcontract management fee incurred in the performance of the Basic Services under this Agreement. Detailed requirements for Reimbursable Expenses are outlined in Section 9, Reimbursable Expenses.

Non-Labor reimbursable expenses: \$614.00

Sub-Contract plus Management Fee: $\$10,490.00 \times 1.10 = \$11,539.00$

REIMBURSABLES TOTAL NOT TO EXCEED: \$12,153.00

SECTION 5 –TOTAL AGREEMENT SUM

- 5.1 The Total Professional Services Agreement Sum, consisting of the Basic Services of **\$64,547.00**, plus the Not-to-Exceed Reimbursable Expenses (as listed in paragraph 4.1 above) of **\$12,153.00**, shall not exceed **\$76,700.00**.

SECTION 6 –SCHEDULE OF PAYMENTS

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

EXHIBIT 2**HOURLY RATES****BASIC SERVICES****Schedule of Rates (Hourly):**

Project Principal	\$227.35
Senior Engineer	\$157.45
Project Engineer	\$118.25
Staff Engineer	\$ 96.41
Senior Engineering Technician	\$ 83.24
Engineering Assistant	\$ 51.08

EXHIBIT 3**PROJECT SCHEDULE**

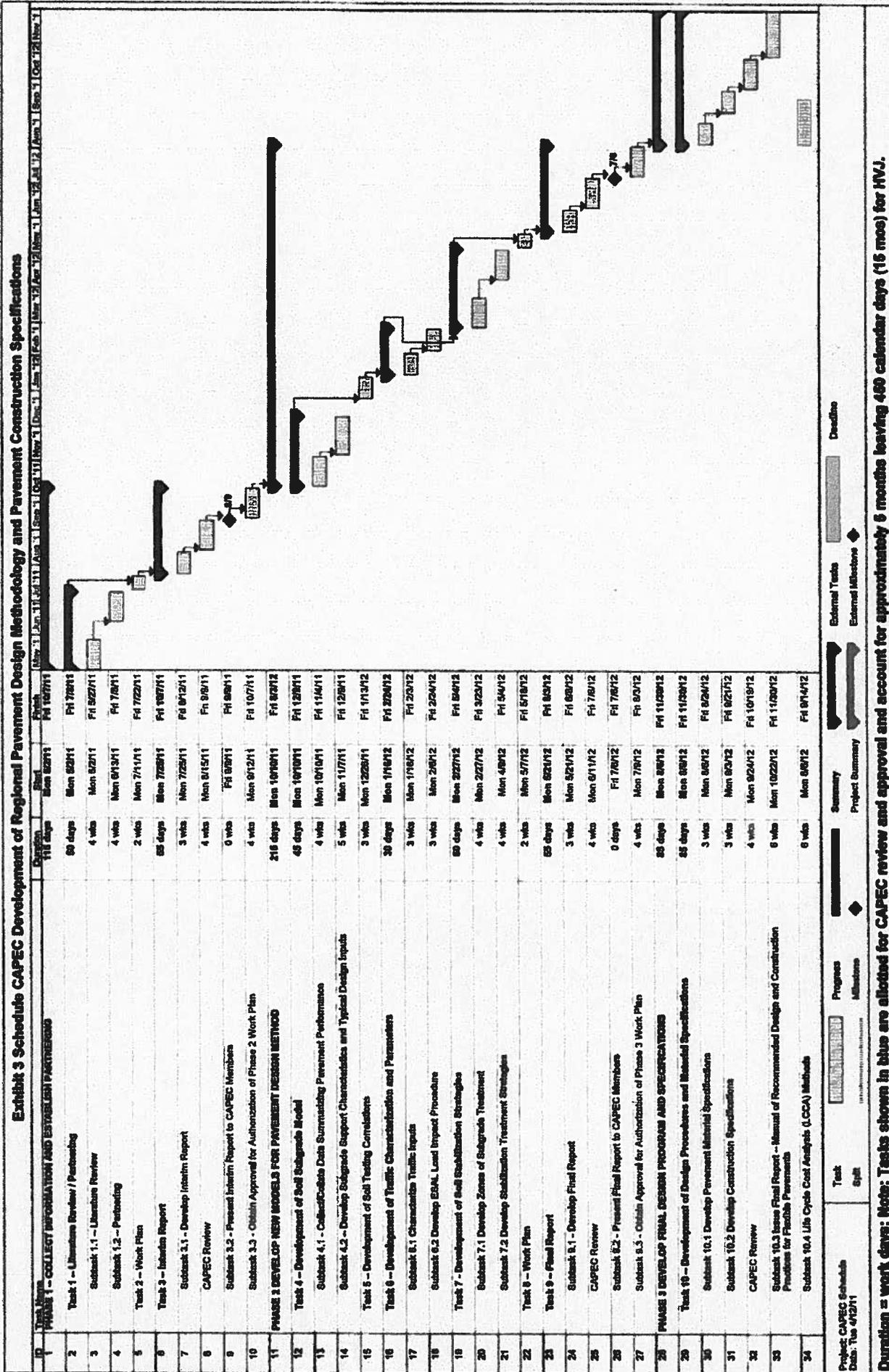
- A. The CONSULTANT shall provide a detailed schedule of services, including a list of tasks and accompanying Work Product, to be performed for each phase described in the Scope of Services (the "Project Schedule"). At the beginning of each phase, the COUNTY EXECUTIVE and the CONSULTANT shall update and adjust the details of the Project Schedule and accompanying Work Product as may be required for each phase. The Project Schedule shall allow sufficient time for the development of the Work Product in each phase to a level of quality and standard of completeness consistent with normal engineering practice, as well as to allow time for the COUNTY's Technical Review Process.
- A.1 The CONSULTANT must provide and maintain sufficient Project staffing levels necessary to produce the work in a timely and efficient manner consistent with the Project Schedule.
- A.2 The Project Schedule must be updated in the event that:
1. any COUNTY approval or decision is not made within the time frame set forth in the Project Schedule;
 2. the COUNTY makes a written request for a revision in the Work Product that is inconsistent with written approval or instructions previously given by the COUNTY and due to causes beyond the reasonable control of the CONSULTANT;
 3. a force majeure event has occurred; and
 4. the CONSULTANT has not performed in accordance with the latest Project Schedule.
- A.3 If the CONSULTANT falls behind the Project Schedule by two or more weeks, then the CONSULTANT must present the COUNTY EXECUTIVE with a recovery plan, which sets forth the remedial actions to be taken by the CONSULTANT. At its sole option, the COUNTY may withhold all or part of any payment due to the CONSULTANT until the Project Schedule is recovered.
- B. This Agreement becomes effective upon the Effective Date and will remain in full force and effect until the Project Completion Date, as defined herein.
- C. The CONSULTANT shall complete all design work described herein, and shall submit its Work Product for all phases as described in the Scope of Services within **450 calendar days** from the date of receipt by the CONSULTANT of the COUNTY's written Notice to Proceed.

Calculation of the **450 calendar days** referenced in paragraph C does not include any time period during which the COUNTY maintains control of the Work Product or any other documents to be submitted under this Agreement, for purposes that include but are not limited to performing the Technical Review Process described in Section 7 of this Agreement.

ATTACHMENT 1 TO EXHIBIT 3

PERFORMANCE SCHEDULE

(Please see attached)



ATTACHMENT 2 TO EXHIBIT 3**UTILITY RELOCATION SERVICES**

- I. Research records of properties within project limits of construction
 - a) identify all utility companies that serve the properties
 - b) identify easements on the property and obtain descriptions and copies of any dedication instruments and plats
 - c) identify owners of utilities and their contact information
- II. Obtain existing condition and proposed improvement information from utility companies
 - a) Determine type, size, and approximate location of existing utilities.
 - 1) interview appropriate utility company representatives
 - 2) obtain as-built drawings if available
 - b) determine future plans for utility work within the limits of construction
 - 1) interview appropriate utility company representatives
 - 2) if available, obtain preliminary utility engineering plans and schedule for future improvements
 - 3) If no engineering plans are available, obtain description of proposed improvements including design criteria that will be used including but not limited to:
 - i) utility assignment
 - ii) depth requirements
 - iii) design requirements for separation from other utilities, structures, or activities
- III. Review project design information for existing and potential conflicts
 - a) plan sheets showing existing and proposed conditions for roadways, bridges, buildings, utilities, topography, fences, walls, storm sewer systems, etc.
 - b) profile sheets showing existing and proposed conditions
 - c) detail sheets for foundations showing size and depth requirements
 - d) cross sections showing existing ground and proposed improvement including excavations, embankments, drainage channels, etc
- IV. Coordinate the relocation, protection, upgrading, or abandonment of utilities
 - a) Identify with TNR Project Managers apparent conflicts between existing or proposed utilities and the project improvements shown in the design documents.
 - b) Provide copies of design documents to all utility service providers along with a list of conflicts identified.
 - i) maintain database of utility companies provided with design information, contact persons and numbers, information transmittals, written and verbal communications, and any other pertinent information showing who was involved in the coordination, the decisions made, and the time taken to complete the process
 - ii) meet with utility company representatives to determine their proposed method for reconciling conflicts and communicate the information to TNR
 - iii) meet with TNR and County Attorney's Office and/or the utility company representatives and other public entities as needed to assist with reconciling conflicts between utilities and the proposed improvements, and record and distribute minutes of such meetings
 - iv) prepare draft of elements to be included in any utility agreements or memoranda of understanding to be developed between TNR and utility service providers including responsibilities for relocation, upgrading, or protection; specifics related to costs, scheduling, sizes and types, vertical and horizontal locations; and any special construction and/or protection requirements.
 - v) provide documentation of correspondence and coordination efforts to TNR upon completion of assignment

V. Additional Services

- a) field check locations of above-ground utilities and visible components of below-ground utilities and mark locations relative to existing topographic features on mapping to be provided by TNR.
- c) provide, or contract with companies that can provide, underground utility locating services.
- d) hand excavate to verify location of utilities
- e) represent TNR at Austin Area Utility Coordinating Committee meetings
- f) attend pre-construction and construction meetings
- g) provide documentation and testimony as needed to help resolve claims related to utility work or property condemnation cases.

ATTACHMENT 3 TO EXHIBIT 3**CONSTRUCTION ADMINISTRATION SERVICES****(a) Coordination and Pre-Construction Meeting Services****(i) Technical Submittals and Samples**

Prepare a list of all technical submittals required by the Contractor. This list must be distributed at the pre-construction meeting.

(ii) Permits

Prepare a list of all permits to be obtained by the Contractor. This list must be distributed at the pre-construction meeting.

(iii) Material Testing and Inspections

Prepare recommendations for the project construction and material testing protocols.

(iv) Pre-construction Submittals

Provide review comments on Contractors' pre-construction submittals. Pre-construction submittals include the Contractor's construction schedule, division of contract, subcontractor list, material supplier list, or any special submittals requested of the Contractor prior to the pre-construction meeting.

(b) Administrative Tasks

(i) Prepare draft agenda for pre-construction meeting.

(ii) Determine the project communication, reporting, submittal approval/rejection protocol, and documentation requirements.

(iii) Conduct weekly job site meetings. Determine the format for scheduling and conducting, and recording construction meeting minutes.

(iv) Review and become knowledgeable of any required County construction administration processes.

(v) Record meeting minutes.

(vi) Maintain Project construction records consisting of all correspondence related to the construction of the Project, including but not limited to:

(A) all approved technical submittals and a technical submittal checklist;

(B) all approved field orders and change orders;

- (C) contract specifications and drawings;
- (D) daily log;
- (E) job meeting minutes;
- (F) clarifications drawings;
- (G) daily progress reports; and
- (H) processed pay requests.

(vii) The daily log, as a minimum, must contain information regarding weather conditions, ambient temperatures, Contractor manpower levels, sub-contractors manpower levels, daily hours of inspection, travel time, conversations, work items being performed, material delivery information, and other observations.

(viii) Daily logs must be completed and include a statement as to whether or not the Contractor is behind schedule or delaying the progress of the work and, if so, the steps the Contractor should take to get back on schedule. Copies of daily logs must be made available to the County upon request.

(ix) Maintain complete files of all Project-related documents at the Project site.

(x) Upon the completion of each calendar month, furnish the County with a typed statement summarizing the status of the work. In the event the work is behind schedule, the statement must also delineate what efforts the Contractor must take to get back on schedule. A copy of this statement must also be delivered to the Contractor.

(xi) After the Project has been completed, submit the Project files, along with the original daily logs to the County.

(c) Construction Phase Services

(i) Submittals

Process submittals, including receipt, review of, and appropriate action on shop drawings, samples and other submittals. Provide recommendations for County approvals of "or equal" substitutions along with any recommended cost adjustments.

(ii) Contract Modifications

For modifications required by the County to resolve design errors or omissions, the Project Manager shall coordinate with the CONSULTANT to provide the following services:

(A) Provide recommendations to the County concerning potential changes and modifications to the Project, which are encountered during construction.

(B) Identify and investigate feasible alternatives, to the extent practical, and prepare necessary plans, details, etc. required to obtain firm cost and schedule impact statements

from the Contractor.

(C) Evaluate the Contractor's impact statements and, in conjunction with the County, negotiate costs for any contemplated changes with the Contractor.

(iii) Contractor Pay Requests

Upon receipt of a pay request from a Contractor, jointly review each line item with the Contractor and advise the Contractor's representative of any discrepancies or conflicts in the pay requests. Verify the accuracy of quantities of installed, delivered, and stored materials. Advise the County of any issues that may warrant withholding, reducing, or delaying payment to the Contractor and provide supporting documentation.

(iv) Interpretation of the Contract Documents

Upon request, provide interpretation or clarification of the construction documents to the County or the Contractor. Determine an acceptable method for communicating interpretations and clarifications directly to the Contractor beforehand.

(v) Observation

Site visits are to be performed to the extent necessary to:

(A) Observe, document, and report to the County and the Contractor whether the Project is being constructed in accordance with the contract documents.

(B) Observe, document, and report to the County and the Contractor whether the proper measure of unit price bid quantities is being implemented and confirm percentage completion of lump sum items.

(C) Observe, document, and report to the County the progress of the Contractor and resources committed to the Project by the Contractor.

(vi) Materials Testing and Inspections

(i) Establish and administer a materials sampling and testing program to provide quality control and compliance with the construction plans and specifications. Utilizing the list of required testing developed from the construction documents develop a testing program for the Project. The testing program must designate what services are to be provided by the CONSULTANT and the Contractor. Services shall include, but are not be limited to, soils compaction testing, concrete cylinder compression strength tests, gradation analysis, miscellaneous shop inspection, and other testing required by the construction contract documents, or as specifically requested by the County. A copy of the proposed testing program must be prepared for review by the County prior to beginning work.

(ii) Review all laboratory and field-testing results to determine whether results are in compliance with the construction contract documents and provide recommendations for correction of substandard materials and workmanship revealed during testing.

(vii) Claims

Assist the County with claim reviews and negotiations upon request and with the preparation of related correspondence and documentation.

(viii) Contract Enforcement

Examine Contractor workmanship, materials, progress, and overall compliance with requirements of the contract documents and immediately report any observed deficiencies to the Contractor and the County. Communicate to the Contractor and the County what may be necessary to effect corrective action. Document deficiencies and actions taken by Contractor to correct them. Assist the County with evaluating impacts of potential contract termination upon project costs and schedule.

(ix) Contract Termination

Assist the County with completion of an assessment of the status of the Contractor's contract, the development of an agreement with the Contractor's Surety to complete the work, and preparing and holding a pre-construction meeting with the replacement Contractor.

(x) Project Acceptance and Close-out

(A) Perform with the County and the Contractor substantial completion and final inspections and compile and distribute related punch requiring correction.

(B) Compile and review for completeness all Operation and Maintenance Manuals to be submitted by the Contractor and inform Contractor of any deficiencies.

(C) Review and comment on final pay request and supporting close-out documents, and provide recommendation for approval or rejection to the County.

(D) Upon Project completion, obtain the original drawings, incorporate all as-built conditions on the original drawings and provide copies to the County at Project close-out.

(d) Post Construction Services

(i) Meet with the County upon request during the warranty period to investigate problems with material, equipment, and/or workmanship that may arise. Determine whether or not such problems are warranty issues or design issues and recommend solutions.

(ii) Coordinate and attend with the County a final warranty inspection no less than sixty days prior to expiration of Contractor warranty period. Develop list of deficiencies, if any, and determine if deficiencies are caused by inferior workmanship, equipment, and/or materials or caused by other reasons. Provide recommendations for resolving each deficiency. Complete a follow-up inspection with the County to determine whether deficiencies have been corrected by the Contractor prior to expiration of the warranty period.

EXHIBIT 4**EQUAL OPPORTUNITY IN EMPLOYMENT**

- A. The CONSULTANT must not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. The CONSULTANT must, 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, sex, or national origin.
- C. The CONSULTANT must 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 must post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The CONSULTANT must comply with the regulations of the United States Department of Transportation (49 CFR 21 and 23 CFR §710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor, including 41 CFR Part 60.
- E. The CONSULTANT must furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto; and must 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 must include the provisions of paragraphs (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended, so that such provisions are binding upon each subcontractor or vendor. The CONSULTANT must 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 interests of the United States.

EXHIBIT 5**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 the same for independent subcontractor(s). TRAVIS COUNTY MUST BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate. CONSULTANT must 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 must 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 must 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 does 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 of Texas at the time the policy is issued. The CONSULTANT must 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 MUST INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY MUST 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 6

STATE OF TEXAS }

COUNTY OF TRAVIS }

ETHICS AFFIDAVIT

Date: Aug. 9, 2011
Name of Affiant: R.F. CARMICHAEL PE
Title of Affiant: SR PROJECT MANAGER
Business Name of CONSULTANT: HVJ ASSOCIATES, INC
County of CONSULTANT: TRAVIS

Affiant on oath swears that the following statements are true:

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

R.F. Carmichael PE for
Signature of Affiant

HVJ ASSOCIATES, INC, 4201 FRIEDRICH LN #110 AUSTIN TX
Address 78744

SUBSCRIBED AND SWORN TO before me by R.F. Carmichael on 8/9, 2011.

Linda Pierce
Notary Public, State of Texas

Linda Pierce
Typed or printed name of notary



My commission expires: 9/9/12

ATTACHMENT 1 TO EXHIBIT 6

EXHIBIT A
LIST OF KEY CONTRACTING PERSONS
June 22, 2011

CURRENT

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge	Samuel T. Biscoe	
County Judge (Spouse).....	Donalyn Thompson-Biscoe	MHMR
Executive Assistant	Cheryl Brown	
Executive Assistant.....	Melissa Velasquez	
Executive Assistant.....	Josie Z. Zavala	
Executive Assistant.....	Cheryl Aker*	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse).....	Annie Davis	Seton Hospital
Executive Assistant.....	Deone Wilhite	
Executive Assistant.....	Felicitas Chavez	
Commissioner, Precinct 2	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse)	Kurt Sauer	Daffer McDaniel, LLP
Executive Assistant	Loretta Farb	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Karen Huber	
Commissioner, Precinct 3 (Spouse).....	Leonard Huber	Retired
Executive Assistant.....	Garry Brown	
Executive Assistant.....	Lori Duarte	
Executive Assistant.....	Michael Nalick	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant.....	Edith Moreida	
Executive Assistant.....	Norma Guerra	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Susan Spataro, CPA	
County Executive, Administrative.....	Vacant	
County Executive, Planning & Budget.....	Rodney Rhoades	
County Executive, Emergency Services	Danny Hobby	
County Executive, Health/Human Services.....	Sherri E. Fleming	
County Executive, TNR	Steven M. Manilla, P.E.*	
County Executive, Criminal Justice Planning.....	Roger Jefferies	
Director, Facilities Management.....	Roger El Khoury, M.S., P.E.	
Chief Information Officer.....	Joe Harlow	
Director, Records Mgmt & Communications	Steven Broberg	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Steve Capelle	
Executive Assistant, County Attorney.....	James Collins	
Director, Land Use Division.....	Tom Nuckols	
Attorney, Land Use Division.....	Julie Joe	
Attorney, Land Use Division.....	Christopher Gilmore	
Director, Transactions Division	John Hille	
Attorney, Transactions Division	Tamara Armstrong	
Attorney, Transactions Division.....	Daniel Bradford	
Attorney, Transactions Division.....	Mary Etta Gerhardt	
Attorney, Transactions Division.....	Barbara Wilson	
Attorney, Transactions Division.....	Jim Connolly	
Attorney, Transactions Division.....	Tenley Aldredge	
Director, Health Services Division	Beth Devery	

Attorney, Health Services DivisionPrema Gregerson
 Purchasing Agent.....Cyd Grimes, C.P.M.
 Assistant Purchasing AgentMarvin Brice, CPPB
 Assistant Purchasing AgentBonnie Floyd, CPPO, CPPB, CTPM
 Purchasing Agent Assistant IVDiana Gonzalez
 Purchasing Agent Assistant IVLee Perry
 Purchasing Agent Assistant IVJason Walker
 Purchasing Agent Assistant IVRichard Villareal
 Purchasing Agent Assistant IVOralia Jones, CPPB
 Purchasing Agent Assistant IVLori Clyde, CPPO, CPPB
 Purchasing Agent Assistant IVScott Wilson, CPPB
 Purchasing Agent Assistant IVJorge Talavera, CPPO, CPPB
 Purchasing Agent Assistant IVGeorge R. Monnat, C.P.M., A.P.P.
 Purchasing Agent Assistant IVJohn E. Pena, CTPM
 Purchasing Agent Assistant IIIVacant
 Purchasing Agent Assistant IIIDavid Walch
 Purchasing Agent Assistant IIIMichael Long, CPPB
 Purchasing Agent Assistant IIIElizabeth Corey, C.P.M.
 Purchasing Agent Assistant IIIRosalinda Garcia
 Purchasing Agent Assistant IIILoren Breland, CPPB
 Purchasing Agent Assistant IIC.W. Bruner, CTP*
 Purchasing Agent Assistant IIINancy Barchus, CPPB
 HUB Coordinator.....Sylvia Lopez
 HUB SpecialistBetty Chapa
 HUB SpecialistJerome Guerrero
 Purchasing Business AnalystScott Worthington
 Purchasing Business AnalystJennifer Francis
 Director, Transportation and Natural ResourcesDon Ward, P.E.
 Travis County Representative in CAPEC.....Scott Lambert, P.E.
 Travis County Auditor's Office.....Mike Crawford
 Travis County Auditor's Office.....Hannah York
 Public Budget OfficeJessica Rio

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual</u> <u>Holding Office/Position</u>	<u>Date of Expiration</u>
County Executive, TNR.....	Joseph Gieselman	01/31/12

* - Identifies employees who have been in that position less than a year.

EXHIBIT 7

HUB DECLARATION AND LIST OF CERTIFIED HUB SUBCONTRACTORS

(Please see attached page's)

ATTACHMENT 2 - REVISED

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

It is the policy of the Travis County Purchasing Office to ensure a good faith effort is made to assist Certified HUB vendors and contractors in receiving contracts in accordance with the HUB Program policies and the Minority and Woman-Owned Business (M/WBE) goals adopted by the Travis County Commissioners Court.

The following goals for Hub contractor/vendor participation, as well as HUB subcontractor participation, have been assigned for this particular project and designated with an "X" in the box provided

Note: to be considered "certified" with the State of Texas, City of Austin or the Texas Unified Certification Program, please attach a current and valid certificate. Sub-goals are included to assist you in diversifying your subcontractors.

<input type="checkbox"/> COMMODITIES		<input checked="" type="checkbox"/> PROFESSIONAL SERVICES		<input type="checkbox"/> NON-PROFESSIONAL SERVICES	
Overall MBE Goal: 3.5%	Sub-goals: 0.3% African-American 2.5% Hispanic 0.7% Asian/Native-American	Overall MBE Goal: 15.8%	Sub-goals: 1.9% African-American 9.0% Hispanic 4.9% Asian/Native-American	Overall MBE Goal: 14.1%	Sub-goals: 2.5% African-American 9.9% Hispanic 1.7% Asian/Native-American
Overall WBE Goal: 6.2%		Overall WBE Goal: 15.8%		Overall WBE Goal: 15.0%	

Prime Contractor: HVJ Associates, Inc.

Project title: Design Services for Capital Area Pavement Engineering Council (CAPEC) RFQ No. Q100298-JE

HUB: Yes No Indicate Gender & Ethnicity: Male African American

Certifying Agency (check all applicable): State of Texas (HUB) City of Austin (M/WBE) Tx. Unified Cert. Program (DBE)

Address: 4201 Freidrich Lane, Ste. 110 Phone No.: (512)447-9081 Fax No.: (512)443-3442

City: Austin State: Texas Zip: 78744-1045

E-mail: fcarmichael@hvj.com

We are able to fulfill all, or most, of the potential subcontracting opportunities with our own resources.

If circumstances necessitate the use of any subs, I agree to seek the timely authorization by the County and adhere to the submission of any required documentation, including a HUB Declaration, GFE Checklist and subcontractor payment information.

What percentage of the Bid or Proposal is to be subcontracted with Certified HUB sources: 32 %?
(List HUB Subcontractor information below).

TOTAL MBE: \$ _____ % 16 TOTAL WBE: \$ _____ % 16

-PLEASE COMPLETE ALL INFORMATION IN ITS ENTIRETY.-

Name and Title (Print or type): Frank Carmichael, III, PE

E-mail address: fcarmichael@hvj.com

Signature: R. F. Carmichael

Contact person that will be in charge of invoicing for this project?

Name and Title: Linda Pierce, Office Manager, Austin Office HVJ Associates, Inc

Phone: 512-447-9081

E-mail Address: lpierce@hvj.com

PART I LIST OF CERTIFIED HUB SUBCONTRACTORS (Duplicate as necessary)HUB Subcontractor Name: PaveTex Engineering and Testing, Inc.HUB: Yes No Certifying Agency (Check all applicable): State of Texas (HUB) Indicate Gender & Ethnicity: Female
Hispanic City of Austin (M/WBE) Tx. Unified Cert. Program (DBE)Address: 3989 Hwy 290 East City: Dripping Springs State: Texas Zip: 78620Contact Person: Maghsoud Tahmoressi, PE Title: President Phone No.: (512) 858-2993Fax No.: (512) 858-2921 E-mail: MT@pavetex.comSubcontract Amount: _____ Percentage of Prime Contract: 16 %Description of Work to be Performed: Subgrade Soil Modeling and Materials & Construction SpecificationsHUB Subcontractor Name: Rodriguez Engineering LaboratoriesHUB: Yes No Certifying Agency (Check all applicable): State of Texas (HUB) Indicate Gender & Ethnicity: Male
Hispanic City of Austin (M/WBE) Tx. Unified Cert. Program (DBE)Address: 13809 Turbine Drive City: Austin State: Texas Zip: 78728Contact Person: Oscar H. Rodriguez Title: Professional (Civil) Engineer Phone No.: (512) 251-4454Fax No.: (512) 251-1380 E-mail: rodriguezlab@aol.comSubcontract Amount: _____ Percentage of Prime Contract: 9 %Description of Work to be Performed: Soil Testing Correlations and Materials & Construction SpecificationsHUB Subcontractor Name: GMSA Management Services, Inc.HUB: Yes No Certifying Agency (Check all applicable): State of Texas (HUB) Indicate Gender & Ethnicity: Female
African American City of Austin (M/WBE) Tx. Unified Cert. Program (DBE)Address: 11023 Pencewood Court, Suite A City: Austin State: Texas Zip: 78750Contact Person: Gigi Edwards Bryant Title: President Phone No.: (512) 845-0326Fax No.: (512) 238-5278 E-mail: gedwards@gmsamanagement.comSubcontract Amount: _____ Percentage of Prime Contract: 2 %Description of Work to be Performed: Community Outreach and Engagement for Community PartnershipsHUB Subcontractor Name: Raymond Chan & Associates, Inc.HUB: Yes No Certifying Agency (Check all applicable): State of Texas (HUB) Indicate Gender & Ethnicity: Male
Asian City of Austin (M/WBE) Tx. Unified Cert. Program (DBE)Address: 4319 James Casey # 300 City: Austin State: Texas Zip: 78745Contact Person: Raymond Chan Title: Principal Phone No.: (512) 480-8155Fax No.: (512) 480-8811 E-mail: raymondc@rchanassociates.comSubcontract Amount: _____ Percentage of Prime Contract: 2 %Description of Work to be Performed: Civil Engineering As-Built Data Collection and Data Analysis

PART II DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTORS

The bidder shall use this section to provide a listing of all "non-HUB subcontractors, including suppliers that will perform work on this project. A list of "Non-HUB" subcontractors selected after contract award must be provided IMMEDIATELY after selection.

Subcontractor Name: Robert B. Gilbert, Ph.D., The University of Texas at Austin

Address: 1 University Station C1792 City: Austin State: Texas Zip: 78712-0273

Contact Person: Robert B. Gilbert, Ph.D. Title: Professor Phone No.: (512) 232-3688

Fax No.: (512) 471-6548 E-mail: _____

Subcontract Amount: _____ Percentage of Prime Contract: 2 %

Description of Work to be Performed: Special Consultant for Soil Dynamics and Geotechnical Engineering

Subcontractor Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: _____

Fax No.: (512) _____ E-mail: _____

Subcontract Amount: _____ Percentage of Prime Contract: _____ %

Description of Work to be Performed: _____

Subcontractor Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: _____

Fax No.: (512) _____ E-mail: _____

Subcontract Amount: _____ Percentage of Prime Contract: _____ %

Description of Work to be Performed: _____

Subcontractor Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: _____

Fax No.: (512) _____ E-mail: _____

Subcontract Amount: _____ Percentage of Prime Contract: _____ %

Description of Work to be Performed: _____

PART III NON-COMPLIANT FOR MEETING SET HUB GOALS CHECKLIST

If you were unable to meet the set goals for this project, place a check mark ✓ by the response(s) that best fits your situation. Supporting documentation to demonstrate your good faith efforts in utilizing subs may be requested at any time.

Our firm was unable to meet the HUB goals for this project for the following reason(s):

- All subs to be utilized are "Non-HUBs."
- HUBs solicited did not respond.
- HUBs solicited were not competitive.
- HUBs were unavailable for the following trade(s): _____

ATTACHMENT 3**DETERMINATION OF "GOOD FAITH EFFORT" (GFE) CHECKLIST**

INSTRUCTIONS: The following checklist shall be completed by the Respondent and returned with the Statement of Qualifications (SOQ). This list contains the minimum efforts that should be put forth by the Respondent when attempting to achieve or exceed the goals of HUB Subcontractor participation. Respondents may go beyond the efforts listed below. If additional information is needed, the Respondent will be contacted in writing. Place a checkmark by the efforts what were executed.

- To the extent practical and consistent with standard and prudent industry practices, divide the contract work into the smallest feasible portions, to all for maximum HUB Subcontractor participation?
- Notify in writing three or more HUBs for each scope of work, allowing no less than five working days prior to SOQ submission, of the planned work to be subcontracted? (attach copy of correspondence)
- Provide HUBs that were genuinely interested in bidding on a subcontract, adequate information regarding the project (*i.e. plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Respondents organization?*)
- Negotiate in good faith with interested HUBs and not reject bids from HUBs that qualify as lowest and responsive Respondents?
- Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs? (attach correspondence)
- Provide notices of opportunities to minority or women trade organizations or development centers to assist in identifying potential HUBs by disseminating the information to their members/participants? (attach correspondence)
- If Respondent has zero (0) HUB participation, please explain the reasons why below or any other information related to good faith efforts.

-SUGGESTED RESOURCES WHEN SOLICITING SUBCONTRACTORS-

TRADE ASSOCIATIONS	PHONE (512)	FAX	E-mail
Asian Construction Trade	926-5400	926-5410	acta@cs.com
Austin Black Contractors	927-8290	467-9808	www.abcarx.com/index.rsl.asp
Austin Metropolitan United Black Contractors	784-1891	255-1451	unism@sbcglobal.net
Natl. Assoc. of Women in Construction	476-5534	476-8337	
US Hispanic Cont. Assoc. de Austin	374-1595	374-1421	www.ushca-austin.com
CERTIFYING AGENCIES TRAVIS COUNTY RECOGNIZES	CERTIFYING AGENCIES VENDOR DATABASE WEBSITES		
State of Texas Centralized Master Bidders List	www.cpa.state.tx.us/business.html		CMBL includes certified HUBs.
City of Austin Minority Vendor Database	www.ci.austin.tx.us/smbr		Certified Vendors Directory
Texas Unified Certification Program	www.dot.state.tx.us/business		TUCP DBE Directory

R. F. (Frank) Carmichael, III, PE
Printed Name of Authorized Representative

R. F. Carmichael
Signature

Senior Project Manager
Title

October 12, 2010
Date

Date

APPENDIX A

SCOPE OF SERVICES

(Please see attached page's)

PART II – PROFESSIONAL SERVICES

Capitol Area Pavement Engineers Council (CAPEC)

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

Introduction

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

Critical Issues

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

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

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

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

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

It should also be noted that urban pavement designs are highly focused on residential areas such as lighter duty local streets, neighborhood collectors, and cul-de-sacs. These roadways are substantially different than the highway environment and even different than urban arterials in many ways: much thinner cross sections overall, highly variable roadway geometries, less uniform drainage and grading, extensive utilities under the pavement, less funding per mile of street, etc.

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

Project Objective

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

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

Phase 1

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

Subtask 1 - Literature Review

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

Subtask 2 – Partnering

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

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

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

Phase 2

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

- * Collection/Collation of data summarizing pavement performance of typical sections by subgrade type.

- * Developing subgrade support characteristics and typical design parameters including Resilient Modulus, M_r , and representative Elastic Modulus, E .

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

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

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

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

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

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

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

Phase 3

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

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

APPENDIX B

CONSULTANT'S QUALIFICATIONS STATEMENT

(Please see attached page's)



Houston	4201 Freidrich Lane, Ste. 110
Austin	Austin, TX 78744-1045
Dallas	512.447.9081 Ph
San Antonio	512.443.3442 Fax
	www.hvj.com

April 12, 2011

Capital Area Pavement Engineering Council
 c/o Mr. Scott Lambert, P.E., Pavement Management Engineer
 Traffic Section, Road and Bridge Division
 Transportation and Natural Resources
 Travis County
 411 W. 13th Street, 11th Floor
 Austin, TX 78701

Subject: Proposal for Pavement Engineering
 CAPEC – Development of Regional Pavement Design Methodology and
 Pavement Construction Specifications - Project No. Q100298-JE
 Owner: Travis County, City of Austin, & Williamson County
 HVJ Proposal No. AP1017200

Dear Mr. Lambert:

HVJ Associates, Inc. (HVJ) is pleased to submit this proposal for the development of a new pavement design methodology and associated construction specifications as described in the subject RFQ. This proposal is based on the approach presented by HVJ in our qualifications submittal and as discussed at the interview. The proposed project has three main phases of work as follows:

Background

The Capital Area Pavement Engineers Council, CAPEC, was formed by local governments with a goal of developing a more unified approach to pavement design in central Texas. The current project is funded primarily by Travis County, City of Austin, and Williamson County. Based on discussions at the monthly CAPEC meetings, the critical issues to each of the members were documented, as described in the RFQ. Briefly those issues are:

- Variety of pavement design procedures used in Central Texas area
- Common swelling clay soils problems need to be addressed
- Increase in traffic loading and stop/go patterns contribute to pavement failures
- Current technology needs to be implemented to minimize pavement failures
- Increase in initial construction costs may be offset by lower maintenance cost/longer pavement life
- Numerous material mix designs are used throughout Central Texas areas
- Design of low volume roads, such as residential streets, have different issues than highways
- Utility trenches and utilities in the pavement
- Multiple different subgrade characteristics
- Required Construction Sequencing

HVJ has prepared the following technical work plan using the framework identified in the RFQ to achieve the major objectives of the project: to develop a hot mix asphalt concrete (HMAC) pavement thickness design methodology with associated construction specifications. There are three

Mr. Scott Lambert, P.E.
 AP1017200
 April 12, 2011

primary phases of work. According to the requirements of CAPEC each Phase must be successfully completed and approved before the following work phase can be initiated. Since the work is developmental in nature, some changes in direction or scope may be dictated by CAPEC as the work results are reviewed.

Phase 1 Collect Information and Establish Partnering
 Phase 2 Develop New Models for Pavement Design Method
 Phase 3 Develop Final Design Program and Specifications

HVJ has expanded each of the tasks providing a detailed process that demonstrates HVJ's approach to accomplish the project objectives. Although the funding for this project is currently based on Travis County, City of Austin, and Williamson County commitments, it is understood that other CAPEC members may commit additional funds toward the completion of the overall objectives.

HVJ's team includes the following: PaveTex Engineering, Inc., Rodriguez Testing Laboratories, Inc, Chan & Partners Engineering, LLC, Dr. Robert B. Gilbert, Phd, and GMSA Management Services, Inc. Their planned contributions are noted in the associated task descriptions.

PHASE 1 – COLLECT INFORMATION AND ESTABLISH PARTNERING

The three objectives of Phase 1 are: 1) collect the available relevant information and data, which are applicable to the project and to develop a platform for ongoing partnering with paving contractors, materials suppliers, developers, and other stakeholders; 2) develop a work plan for Phase 2; and 3) produce an Interim Report.

The first objective will establish a database upon which to build the project concepts. The second objective will allow the CAPEC membership to establish an ongoing dialogue and communications forum for the future. By including all stakeholders in the development of the new pavement design method and future enhancements, a consensus can be developed. Task 1 – Literature Review / Partnering will complete these two objectives. The completion of Phase 1 will be the production of a Work Plan for Phase 2 and an Interim Report, which will be reviewed by CAPEC.

Task 1 – Literature Review / Partnering

Subtask 1.1 – Literature Review

The literature review subtask will provide for the collection and review of available literature and experience to establish current best practices. *Key concept – Document and make results available to the maximum extent possible over the internet.* HVJ proposes to develop and establish a repository of this information available for future use. For example, a reference list will include source information such as electronic links to certain documents within City of Austin, Texas DOT, and other agency websites. Other historical documents, which are out of print can be scanned and made into a permanent collection of pavement references. The team will review options to house and support such a collection, including but not limited to the City of Austin Library, University of Texas at Austin – Center for Transportation Research (CTR) Library, Texas A&M University - Texas Transportation Institute (TTI), TxDOT Pavement Section Engineering Library, and Travis County TNR. Options for web enabled technology are of special interest and will be carefully evaluated.

A review of these literature references will be used to develop a clear understanding of the important study topics for remaining phases of the project and will identify where additional data are needed. The following are an initial list of literature to be included in Subtask 1. This list is not meant to exclude any references, but is an indication of the information and experience that needs to be reviewed.

Mr. Scott Lambert, P.E.
 AP1017200
 April 12, 2011

and summarized for future use by CAPEC. The RFQ provided an initial list of activities to be included in this subtask which have been further expanded in the following paragraphs.

Review Pavement Design Methodologies - Existing pavement design procedures will be reviewed. A matrix of required inputs and models will be prepared to highlight commonalities and differences between the models. Of specific interest and focus will be the following: subgrade soil model, soil testing correlations, traffic characterizations and parameters, and soil stabilization strategies. The pavement performance criteria will also be noted. Several design methodologies to include are:

- COA Municipal Pavement System (MFPS) based on older version of TxDOT Flexible Pavement Design Procedure
- Travis County Pavement Design Procedure
- TxDOT Flexible Pavement Design version 19 for Windows (FPS19W) and TxDOT Design Memorandums
- AASHTO 1993 Pavement Design and Rehabilitation in Windows (DARWin)
- North Texas Tollway Authority 2009 Pavement Design Manual and Excel Program
- U S Forest Service Low Volume Pavement Design Procedure
- National Association of County Engineers (NACE) Pavement Design Procedure
- AASHTO 200X New Mechanistic Pavement Design Software

Key concept – Compare the required inputs and models between these existing procedures

Review Current Standards, Testing, and Construction Inspections – The current pavement standards, material test procedures and construction inspection requirements also need to be reviewed and summarized. The following materials will be considered: subgrade preparation, subgrade stabilization, flexible crushed stone base, cement stabilized base, and HMAc (surface and base) and seal coats. The key question is: How well do the current standards, test procedures, and construction inspection requirements insure that the pavement cross section designed is constructed? This activity will identify gaps or disconnects between the pavement design and construction practices. Any existing soil testing correlations will be identified. Standards, material test requirements and inspection requirements from the following entities will be considered:

- City of Austin
- Travis County
- Other Capitol Area Pavement Engineers Council local governments
- Texas Department of Transportation
- American Association of State Highway and Transportation Officials

This information will be added as appropriate to the matrix of pavement design methodologies developed in the previous subtask.

Review Applicable Research - The problems noted in the RFQ are not unique to central Texas. It is universally recognized that two of the most important variables to quantify and properly consider in pavement engineering are the type of subgrade and the level of support that it provides and the exact nature of the traffic loads. These two factors have been prioritized for focus in Phase 2. Applicable research in Phase 1 should include but not be limited to the following:

- Long Term Pavement Performance (LTPP) data results from the Strategic Highway Research Program (SHRP) for Low Volume Road Sections in Central Texas

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- Special studies by Texas Transportation Institute (TTI) and Center for Transportation Research (CTR)
- National Cooperative Highway Research Program (NCHRP)
- Additional research by CAPEC members

Mr. Maghsoud Tahmoressi, PE and Dr. Robert B Gilbert, PhD, PE will contribute to this subtask. This subtask will create and send a letter of inquiry to pavement researchers at University of Texas, Texas A&M, and Texas Tech system campuses describing the scope of the CAPEC study and soliciting input that may be applicable. Materials received will be brought forward to CAPEC.

Experience of CAPEC Member Agencies and Consulting Engineers - In addition to review of existing methods, literature, and research, and equally important is the capture of written documentation of experience of CAPEC agencies and consulting engineers. The information gathered will be important to focus the work and provide insight into the "best practices" as well as learned experience about what "not to do". A list of questions will be provided to the CAPEC project managers, for their review prior to collection of the information as well as a request for contacts to received the questionnaire. The questionnaire may include:

- What is your definition of failure for HMAC pavements?
- What are most common failure mechanisms for the two soil types?
- What do you consider best practices?
- A request to identify and provide documentation of representative projects where pavements have failed
- A request to identify and provide documentation of representative projects that have performed very well
- A request to identify and provide documentation of representative projects where newer innovative subgrade treatments have been constructed

Review Recent Examples of Failures and Successes on Poor Soils - A very important part of Subtask 1.1 is to develop a list of specific examples of pavement failures or successes and any documentation available related to the design, construction, and performance of these pavements. Travis County, the City of Austin, and Williamson County, and other agencies which have pavement management systems, will have captured periodic condition ratings and distress measurements of these pavements that may be used to supplement the forensic documentation available.

- Develop a data collection form and provide to CAPEC members for data completion that will include
 1. Projects/road limits of interest
 2. As-built data including Pavement Design Report for these projects (including design procedure, subgrade soil inputs, and traffic)
 3. Existing pavement performance data from pavement management systems on road limits
 4. Forensic notes made at time of failure review and analysis
- Summarize findings

Develop Best Practices Summary for Pavement Design - The results of these Subtask 1.1 activities will be compiled to develop a "Best Practices" summary document of central Texas pavement design engineering. This will serve as a starting point for later phases of work which will be aimed at strengthening these "best practices" and adding new understanding and supporting information which will allow for continued improvement.

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Subtask 1.2 – Partnering

The goal of the partnering subtask is to develop a platform for the collection and dissemination of information and communications between all stakeholders. The CAPEC has already developed a standard meeting forum and an initial list of contacts for agency participants, consulting engineers, contractors, and materials suppliers. These groups have interest in this project and the future results of this and other projects. *Key concept – Develop a “Yahoo Group” or similar forum for all stakeholders to blog on important topics, post information and new items, and keep all contact information updated. The internet has powerful tools to allow for these types of special groups to “meet” and “share information” electronically.*

Information Dissemination – HVJ proposes to use the latest in available off-the-shelf web enabled technology to improve and foster the dissemination of important information to stakeholders as identified by CAPEC Project Managers. A monthly status report will be prepared and issued during the project. A plan for information dissemination will be developed and implemented. This should consider possible uses of existing websites, internet tools, and data sharing applications. CAPEC has during its startup and development of this RFQ provided a good starting point for these activities.

Public Request for Comment to Foster Consensus – Recognizing the importance in including input from all stakeholders in this project, HVJ is including in our team GMSA to hold and lead a “partnering meeting” at the start of the project. The following industry groups were identified in the RFQ and HVJ agrees that as a minimum these groups should be included in this process.

- Texas Asphalt Pavement Association
- Texas Concrete Pavement Association
- Austin Contractor’s & Engineers Association
- Central Texas Geotechnical Engineers
- American General Contractors (AGC)
- Home Builder’s Association
- Real Estate Council (RECCA)
- Lime Association
- Local Materials Suppliers
- Local Paving Contractors
- Bulk Materials Suppliers (Plant Operators)
- Specialty Materials Suppliers (Contec, Geosolutions, etc)

A focused one day kickoff partnering meeting with breakout sessions to brain storm detailed issues and ideas for this project will provide valuable input and direction and will identify additional sources of literature and information in support of the project. PaveTex and Dr. Gilbert will also participate in this subtask.

Task 2 – Work Plan

After the completion of Task 1, HVJ will develop a detailed outline for developing the pavement design methods in Phase 2 based on the information gathered in Phase 1. The Phase 2 work plan will provide a set of proposed subtasks and a time line for developing the four models prioritized in the RFQ as follows:

- Subgrade Soil Model
- Soil Testing Correlations
- Traffic Characterization and Parameters and
- Soil Stabilization Strategies

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Based on our experience, HVJ concurs that these four modeling areas are the most important and where additional improvements should be made to the existing design methods. The work plan will be provided with a Critical Path Method schedule.

Task 3 – Interim Report

An Interim Report will be prepared by the HVJ team to document the results of the Phase 1 work in three primary areas. First, it will document current best practices in pavement engineering in central Texas completed in Subtask 1.1. Second, it will provide results of the literature review including a “baseline” reference list and plan for how to access the references and information collected in Subtask 1.1. Finally the report will provide documentation on the established partnering and communications forums completed in Subtask 1.2. Task 3 includes three subtasks as follows:

Subtask 3.1 - Develop Interim Report

HVJ will draft the Interim Report to document the items completed and provide it to CAPEC project managers to review. Based on the CAPEC project managers’ review of the Phase 1 Interim Report, HVJ will incorporate the comments.

Subtask 3.2 - Present Interim Report to CAPEC Members

HVJ will make a formal presentation to CAPEC members of the findings in the Phase 1 Interim Report. This formal presentation will be structured to receive review input comments on the report. HVJ will provide written responses to those written comments received as well as additional comments provided verbally at the time of the formal presentation. HVJ will revise the report, so that it will stand as a permanent documentation of Phase 1.

Subtask 3.3 - Obtain Approval for Authorization of Phase 2 Work Plan

HVJ will seek approval of Phase 1 results and authorization of a formal notice to proceed from CAPEC prior to initiating any work on Phase 2. The authorization will be based on an approved work plan as developed in Task 2 in Phase 1 and as modified during the reporting process in Task 3. Many times on a project of this nature discoveries or results in Phase 1 may serve to adjust the scope in later phases of the work. Funding requirements will need to be reassessed at the conclusion of Phase 1.

PHASE 2 DEVELOP NEW MODELS FOR PAVEMENT DESIGN METHOD

There are six primary tasks to accomplish in Phase 2, numbered continuously from Task 3 in Phase 1 as follows: 4) Development of soil subgrade model; 5) Development of soil testing correlations; 6) Development of traffic characterization and parameters; 7) Development of soil stabilization strategies; 8) Work Plan; and 9) Final Report.

Task 4 – Development of Soil Subgrade Model

There are two general categories of subgrade in central Texas: 1) limestone / granular and 2) expansive clay. There are also lower PI soils between these two extremes. The objectives of Task 4 are to develop a model which summarizes the performance of these different subgrade soil types and to develop subgrade support characteristics and typical design parameters including resilient modulus (M_r) and representative elastic modulus (E) input values to use for design. Input will be provided by Dr. Gilbert, Mr. Hasen with HVJ, and Mr. Tahmoressi with PaveTex. These engineers have extensive subgrade soils testing and evaluation experience.

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Subtask 4.1 - Collect/Collate Data Summarizing Pavement Performance

Data will be collected and collated for the general subgrade soil types. Much of this data will have been received in Phase 1 Task 1. All data will be collated and summarized in a database. The database should include to the extent possible the following minimum types of data and variables which will have been provided by the member agencies in Phase 1:

- Soils data including classification and basic parameters (Plasticity Index, % passing #200 sieve, Liquid Limit, Plastic Limit, Optimum moisture content), and laboratory strength tests;
- Performance data including any non-destructive testing, distress surveys, roughness testing including fatigue failure calculations based on measured strains in the asphalt concrete over the past 5 years by CAPEC;
- Traffic data including estimated design traffic and actual traffic counts for comparison;
- Pavement design report; and
- Pavement inventory data including as-built cross section thicknesses and date opened to traffic.

Subtask 4.2 - Develop Subgrade Support Characteristics and Typical Design Inputs

Subgrade support characteristics are quantified by various types of strength tests. These test procedures have evolved over the last 50+ years from the California Bearing Ratio (CBR) and unconfined compression tests to more sophisticated triaxial and resilient modulus tests. Typical values for resilient modulus (M_r) and elastic modulus (E) for central Texas subgrade soils will be developed. Also of particular importance to the pavement design process are the results of swell testing (ASTM D 4546-03). This information can be used to develop subgrade support characteristics and typical design parameters.

A review of existing libraries of data at COA, Travis County, Williamson County, and TxDOT will provide excellent data for use in this study. *Key Concept - Search out materials strength and traffic libraries of values.*

Task 5 - Development of Soil Testing Correlations

The data collected in Task 4 will be analyzed to develop correlations between M_r and other more conventional geotechnical tests and information to allow for representative characterization and reasonable cost, time, and effort to perform the testing required for design and construction quality assurance and quality control. Significant input will be provided by HVJ's testing team members PaveTex and Rodriguez Testing Laboratories to supplement the information gathered in Task 4.

Task 6 - Development of Traffic Characterization and Parameters

Traffic data of the type required for pavement designs are almost always absent for the design of these types of non-highway facilities. Usually only average annual daily traffic (AADT) counts will be available and many times these data are only available for nearby comparable streets and many times the data is not current. There are five steps needed to forecast the cumulative Equivalent Single Axle Wheel Loads (ESALs) input value needed for pavement design:

- Step 1 - Determine Two-Way Average Annual Daily Traffic (AADT)
- Step 2 - Determine Two-Way Vehicle Classification Volumes
- Step 3 - Determine Traffic Growth Rate for the Design Period

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- Step 4 - Determine the of Flexible ESAL Factors for Each Vehicle Type
- Step 5 - Assign the Directional and Design Lane Distribution Factors

Step 1 is to determine the Two-Way Average Annual Daily Traffic (AADT) volume. The Capital Area Metropolitan Planning Organization (CAMPO) has count data provided by the City of Austin, TxDOT, and other local agencies.

Step 2 is to determine Two-way Vehicle Classification Volumes so that a percentage of the total two-way AADT can be assigned to each vehicle classification type (i.e. breakdown by truck type to enable calculation of percent trucks). Classification data is generally much less available and the designer must make assumptions.

Step 3 is to estimate the Traffic Growth Rate for the design period so that total traffic can be estimated for the life of the pavement. COA, TNR, TxDOT and CAMPO has developed estimates of traffic growth rates based on demographic projections. This data can be used to predict the number of expected applications of each vehicle type over the required design life.

Step 4 is to determine Flexible ESAL Factors for Each Vehicle Type. Average ESAL factors are based on measured truck load data. Average vehicle ESAL factors, formerly known as SN18 factors, represent daily, axle based, ESAL factors, summed by vehicle within a vehicle classification and averaged within a year, at one or more weigh-in-motion (WIM) data collection sites.

Step 5 is to assign the Direction and Design Lane ESAL Distribution factors to the total ESALS estimated for the design life of the facility. These factors have been well established by AASHTO and other existing design procedures.

Subtask 6.1 Characterize Traffic Inputs

Data mining and review of TxDOT, COA, and TNR (CAMPO) AADT volume counts (Step 1), vehicle classification data (Step 2), current growth rates (Step3) and direction and lane distribution factor recommendations (Step 5) will be the primary focus of Subtask 6.1. The results of Subtask 6.1 will characterize traffic for urban Local / Collector / Arterial streets as well as rural county roads with average and high volume recommendations, which can be used for new pavement design. Chan & Partners Engineering, LLC will assist with this collection effort.

Subtask 6.2 Develop ESAL Load Impact Procedure

TxDOT weight in motion (WIM) data (Step 4) will be specifically analyzed in detail to develop a methodology to determine the traffic impact of FHWA vehicle classes and truck percentages and load spectra tables on the ESAL Load factors to be used to develop traffic design inputs for pavement design.

A recent study of the latest data at the three nearest TxDOT permanent weight in motion data stations in a study for TxDOT for Williamson, Travis, and Hays counties will be reviewed. The number of axles and body configurations provides the basis for defining vehicle classifications when quantifying ESAL factors. Unless detailed axle weight, commodity and truck body type, and haul direction data is available, the default ESAL factors developed in Task 6 will need to be used for pavement design.

Task 7 - Development of Soil Stabilization Strategies

Task 7 is critical to developing a successful pavement design, which will perform as intended over the expected design life. As noted in the RFQ there have been issues with the highly expansive soils

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in much of central Texas. High levels of sulfates or chlorides negatively affect the use of lime or cement stabilization for high PI swelling clay subgrade soils. The insitu subgrade tests are required to establish the existing levels of sulfates and chlorides in existing subgrade soils and in proposed borrow materials. TxDOT has developed specific guidelines to follow when these conditions are encountered, to prevent the formation of ettringite. Also once subgrades are placed design measures should be developed to prevent changes in the moisture content of these soils.

Subtask 7.1 Develop Zones of Subgrade Treatment

Cuts, fills, and transition zones between these two conditions need to be reviewed and procedures developed to cover these conditions. The topography in the area many times requires significant cuts and fills as well as transitions between very different subgrade types and conditions. This subtask is critical to the correct application of those treatment strategies. Testing protocols are necessary to control construction to obtain the desired results. *Key Concept – Develop standard cross section detail drawings for transitions.*

Subtask 7.2 Develop Stabilization Treatment Strategies

Numerous stabilization treatment strategies will be reviewed to develop recommendations for various typical existing insitu conditions. These following strategies, which may be combined to be effective, will be reviewed: Lime Stabilization, Portland Cement Stabilization, Fly Ash Stabilization, Use of Geogrids, In-situ mixing with lower PI materials to reduce swell characteristics, Full Depth Hot Mix Base, Gap Graded Crushed Stone Subbase, Moisture Treatment, and/or Removal and replacement with lower PI materials

Additional strategies may be identified in Task 1 to add to this list. HVJ will identify where these and other strategies have been applied. The objective of Subtask 7.2 will be to determine based on the available data which strategies, treatments or combination of treatments to be the most effective in the central Texas area. HVJ has developed designs using a range of these types of strategies all over Texas, sometimes depending on local input for past successful strategies based on local conditions including soils, material availability and contractor capabilities. Rodriguez Testing Laboratories, Inc will assist in this effort.

Task 8 – Work Plan

After the completion of Task 7, HVJ will develop a detailed plan for developing the pavement design program and/or methodology and materials and construction specifications in Phase 3 using the results of Phases 1 and 2 as a basis. This work plan for Phase 3 will consider the development of software or the adoption of existing software and a method for integrating pavement design with materials and construction specifications. The proposed work plan will provide a set of proposed subtasks and a Critical Path Method schedule for Phase 3. The following topics will be addressed:

- Pavement Material Testing Requirements
- Construction Specifications
- Final Report – Manual of Recommended Design and Construction Practices for Flexible Pavements
- Focus on providing adequate pavement designs for cul-de-sacs, local streets, and neighborhood collectors
- Life Cycle Cost Analysis (LCCA) methods.

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Task 9 – Final Report

A Final Report will be prepared by the HVJ team to document the results of Phase 2 (Tasks 4 thru 8) and provided to CAPEC project managers to review.

Subtask 9.1 - Develop Final Report

HVJ will provide the report to CAPEC Project managers to review. Based on the CAPEC project managers' review of the Phase 2 Interim Report, HVJ will incorporate the comments.

Subtask 9.2 - Present Final Report to CAPEC Members

HVJ will make a formal presentation to CAPEC members of the Phase 2 Interim Report. This formal presentation will be structured to receive review input comments on the report. HVJ will provide written responses to those written comments received as well as additional comments provided verbally at the time of the formal presentation. HVJ will revise the report, so that it will stand as a permanent documentation of Phases 2.

Subtask 9.3 - Obtain Approval for Authorization of Phase 3 Work Plan

HVJ will seek approval of Phase 2 results and authorization of a formal notice to proceed from CAPEC prior to initiating any work on Phase 3. The authorization will be based on an approved work plan as developed in Task 8 and as modified during the reporting process in Task 9. Many times on a project of this nature discoveries or results may serve to adjust the scope in later phases of the work. Funding requirements will need to be reassessed at the conclusion of Phase 2.

PHASE 3 DEVELOP FINAL DESIGN PROGRAM AND SPECIFICATIONS

Task 10 – Development of Design Procedures and Material Specifications

There are four subtasks identified for this final task of the project in Phase 3: develop pavement material testing requirements; develop construction specifications; issue final report – Manual of Recommended Design and Construction Practices for Flexible Pavements; and life cycle cost analysis methods.

Subtask 10.1 Develop Pavement Material Testing Requirements

Materials strength testing requirements must be appropriately scoped to verify and control the various design strength assumptions in the new HMAC design procedure. For example, in the current COA MFPS procedure the field testing of construction is not correlated with the “stiffness coefficients”, which are used in the design model.

Newer design models use elastic modulus values, but these are expensive tests, which are not normally run for most local street design projects. The focus of this task will be to recommend ways to handle these obstacles.

Subtask 10.2 Develop Construction Specifications

The pavement Construction Specifications, Special Provisions, and Special Specifications of Travis County, COA, Williamson County, and/or TxDOT will be reviewed in this Subtask. Appropriate specifications will be recommended. The Construction Specifications must be related to the testing requirements developed in Subtask 10.1. If no specification is available for a particular material it will be developed based on an adoption and/or adaptation of a TxDOT, ASTM, AASTHO, or industry guide specification. Such specifications may include the following items: aggregates, asphalts, oils,

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emulsions, flexible base, stabilized base, and other materials considered for subgrade soil treatment and stabilization, such as geogrids, moisture barriers, and filter fabrics.

Subtask 10.3 Issue Final Report – Manual of Recommended Design and Construction Practices for Flexible Pavements

Subtask 10.3 is the final documentation which provides for the adoption of existing software and the integration of the models developed in this project to “calibrate” the use of the existing model into use in central Texas for CAPEC members. The report will include the theory, procedures, analysis, and engineering data used in the new recommended “flexible” design procedure and the corresponding materials and construction specifications. As noted in the RFQ no new rigid pavement design model is envisioned in the current scope of work. *Key concept – HVJ believes that the most cost effective approach will be to adopt and adapt an existing method for “calibration” and long term use. New software coding from scratch is a very costly activity and is extensive testing and calibration is needed.*

Subtask 10.4 Life Cycle Cost Analysis (LCCA) Methods

The new pavement design procedure will have a life cycle cost analysis method so that alternative designs can be compared. HVJ has used a number of these models and will review existing models and recommend the adoption of an existing model for use.

Schedule

A preliminary Critical Path Method (CPM) Schedule has been developed for this project to meet the requested overall project schedule of 450 days or 15 months. Additional time has been added for agency reviews for a total of 20 months. Many times on a project of this nature discoveries or results may serve to adjust the scope in later phases of the work. Schedule and/or funding requirements will need to be reassessed at the conclusion of each phase. Phase 1 is schedule for 6 months, Phase 2 is scheduled for 10 months, and Phase 3 is scheduled for 4 months. The schedule is attached as Exhibit 3.

Fees

Based on the scope of work outlined, the estimated fee and schedule for our services is \$297,800 as shown in Exhibit 1. Hourly rate and testing unit rate schedules are included in Exhibit 2 for HVJ Associates, Inc. and each of the team sub consultants. The three phases of work are:

Phases	Cost
Phase 1 Collect Information and Establish Partnering	\$76,700
Phase 2 Develop New Models for Pavement Design Method	\$178,900
Phase 3 Develop Final Design Program and Specifications	\$42,200
Total	\$297,800

Insurance

Insurance certificates verifying HVJ’s general liability, auto, workers’ compensation, and errors and omissions insurance coverage, listing Travis County as a certificate holder, can be provided with the executed contract if requested.

Invoice

HVJ accounting procedures call for the submittal of invoices monthly in proportion to services performed within each phase of services. Each invoice will include the form supplied by the OWNER, copies of invoices, and back up documentation as needed. HVJ understands payments will be received within thirty (30) calendar days, after receipt of acceptable invoice.

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Conditions

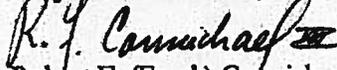
This proposal provides details concerning HVJ's understanding of the proposed scope of work and assumptions and conditions assumed regarding the scope of work and thus the estimated level of effort estimate. Please review these to make sure that scope which is necessary for completion of the project has not been omitted nor scope added, which is unnecessary from the owner's perspective and understanding of the project.

The following are key assumptions that have been made by HVJ in the preparation of this proposal.

- The basic scope of services is for the development of a hot mix asphalt concrete (HMAC) pavement design system.
- A Portland cement concrete pavement (PCC) pavement design system is not included in the current basic services. HVJ plans to provide under separate cover a proposed additional services cost estimate for the additional level of effort to include PCC pavement, should CAPEC obtain additional funding in the future.
- No new traffic data collection is included in this project
- An assumed amount of \$66,000 of laboratory testing is included at this time in the enclosed cost estimate for Phase 2, but this may need to change up or down based on the final developed scope of testing, resulting from the results and completion of Phase 1.
- Contract budgets for Phases 2 and 3 will be reevaluated at the end of Phase 1 and Phase 2 respectively.

HVJ looks forward to completing the negotiations and receiving a notice to proceed to meet the schedule based on CAPEC available funding.

Sincerely,
HVJ ASSOCIATES, INC.



Robert F. (Frank) Carmichael III, P.E.
Sr. Project Manager

Cc: Mr. Ed Poppitt, City of Austin
Mr. Joe England, Williamson County
Mr. Darren Duncan, City of Austin

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

1.1	The fixed fee for the performance of the Basic Services is the sum of (<i>to be negotiated</i>).	
1.1.1	Unless this Agreement has been amended or modified as provided herein, the payments for the phases described below are:	
1.1.2		
(i)	<u>Phase 1: includes:</u>	
	Task 1 – Literature Review / Partnering	\$61,400
	Sub-task 1 – Literature Review	
	Sub-task 2 – Partnering	
	Task 2 – Work Plan	\$2,800
	Task 3 – Interim Report	\$12,500
(ii)	<u>Phase 2: includes:</u>	
	Task 4 – Development of Soil Subgrade Model	\$30,100
	Task 5 – Development of Soil Testing Correlations	\$86,800
	Task 6 – Development of Traffic Characterization and Parameters	\$22,400
	Task 7 – Development of Soil Stabilization Strategies	\$20,700
	Task 8 – Work Plan	\$2,800
	Task 9 – Final Report	\$16,100
(iii)	<u>Phase 3: includes:</u>	
	Task 10 – Development of Design Program and/or Methodology and Material and Construction specifications	\$42,200
	TOTALS:	\$297,800

2011 CAPEC Pavement Design Procedure Development

EXHIBIT 2: HVJ ASSOCIATES, INC HOURLY RATES

	<i>TX Registration Number</i>	
HVJ ASSOCIATES, INC.	PE REGISTRATION No. F-000846	
PROJECT PRINCIPAL		
Michael Hasen, PE	\$227.35 / hr	57494
SENIOR ENGINEER		
Hossam Esmail, PE	\$157.45 / hr	89980
Frank Carmichael, PE	\$157.45 / hr	43815
Linda Barlow, PE	\$157.45 / hr	63878
PROJECT ENGINEER		
Jason Schwarz, PE	\$118.25 / hr	99343
Reuben James, PE	\$118.25 / hr	107426
STAFF ENGINEER		
Gina Hrdlicka, EIT	\$ 96.41 / hr	37722
Nicola Gheno, EIT	\$ 96.41 / hr	43637
SENIOR ENGINEERING TECHNICIAN		
Ben Noyes	\$ 83.24 / hr	
David Dawson	\$ 83.24 / hr	
Richard Luck	\$ 83.24 / hr	
ENGINEERING ASSISTANT		
Jeffery Willis	\$ 51.08 / hr	
Daniel Biskamp	\$ 51.08 / hr	
Jennifer Deming	\$ 51.08 / hr	



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Austin	Austin, TX 78744-1045
Dallas	512.447.9081 Ph
San Antonio	512.443.3442 Fax
	www.hvj.com

HVJ ASSOCIATES, INC.

(TBPE #000646)

**AUSTIN, TEXAS
FIELD SERVICES**

	<u>Rate</u>
<u>Geotechnical Field Investigation</u>	
Minimum Rig Charge	560.00
Mobilization/Demobilization	315.00
Mobilization - Only mileage beyond the COA ETJ, per mile	2.20
Soil Drilling Minimum Charge, per boring	120.00
Drilling & Sampling - Soils 0' to 25'	13.50
Drilling & Sampling - Soils 25' to 35'	16.50
Drilling & Sampling - Soils 35' to 50'	18.50
Drilling & Sampling - Rock 0' to 25'	22.00
Drilling & Sampling - Rock 25' to 35'	24.00
Drilling & Sampling - Rock 35' to 50'	26.00
Standard Penetration Tests (SPT), each	22.50
Shelby Tubes (Thin Wall), each	22.50
Bore Casing, per foot	8.25
Borehole Grouting, bentonite chips, per foot	8.25
Pavement Coring - Asphalt, per core	84.00
Pavement Coring - Concrete-up to 12", per core	182.00
Piezometer Installation - 2", per foot	36.50
Piezometer Completion, each	260.00
Piezometer Abandonment, each	260.00
Support Truck, per day	82.00
Vehicle Trips, each	40.00
Logging or Water Readings - Field Technician	48.00
Staking & Utility Clearance Coordination, Sr. Technician	55.00
Street Cut Permit, bonding & additional insurance	364.00
Traffic Control-Devices for Single Lane Closure	Cost + 5%
Traffic Control-Off-Duty Police Officer	Cost + 5%
Site Clearance	Cost + 5%

Exhibit 2 HVJ Testing Rate Schedule - CAPEC Pavement Design Procedure Development**FIELD SERVICES (Continued)**

	Rate
<u>Nondestructive Deflection Testing</u>	
Mobilization/Demobilization	210.00
Mobilization - Only mileage beyond the COA ETJ, per mile	2.20
Testing, per day	2,600.00
Traffic Control	Cost + 5%

LABORATORY SERVICES**Laboratory Testing - Standard**

Natural Moisture Content (including Visual Classification), each	16.50
Mositure Content + Dry Density (ASTM D2937), each	24.00
Atterberg Limits (Liquid and Plastic Limits) (ASTM D4318), each	63.00
Percent Passing No. 200 Sieve (ASTM D1140), each	40.50
Sieve Analysis (ASTM D422), each	65.00
Hydrometer (ASTM D422), each	170.00
Unconfined Compression Tests-Soil (ASTM D2166), each	49.00
Unconfined Compression Tests-Rock (ASTM D2938), each	52.00

Laboratory Testing - Advanced

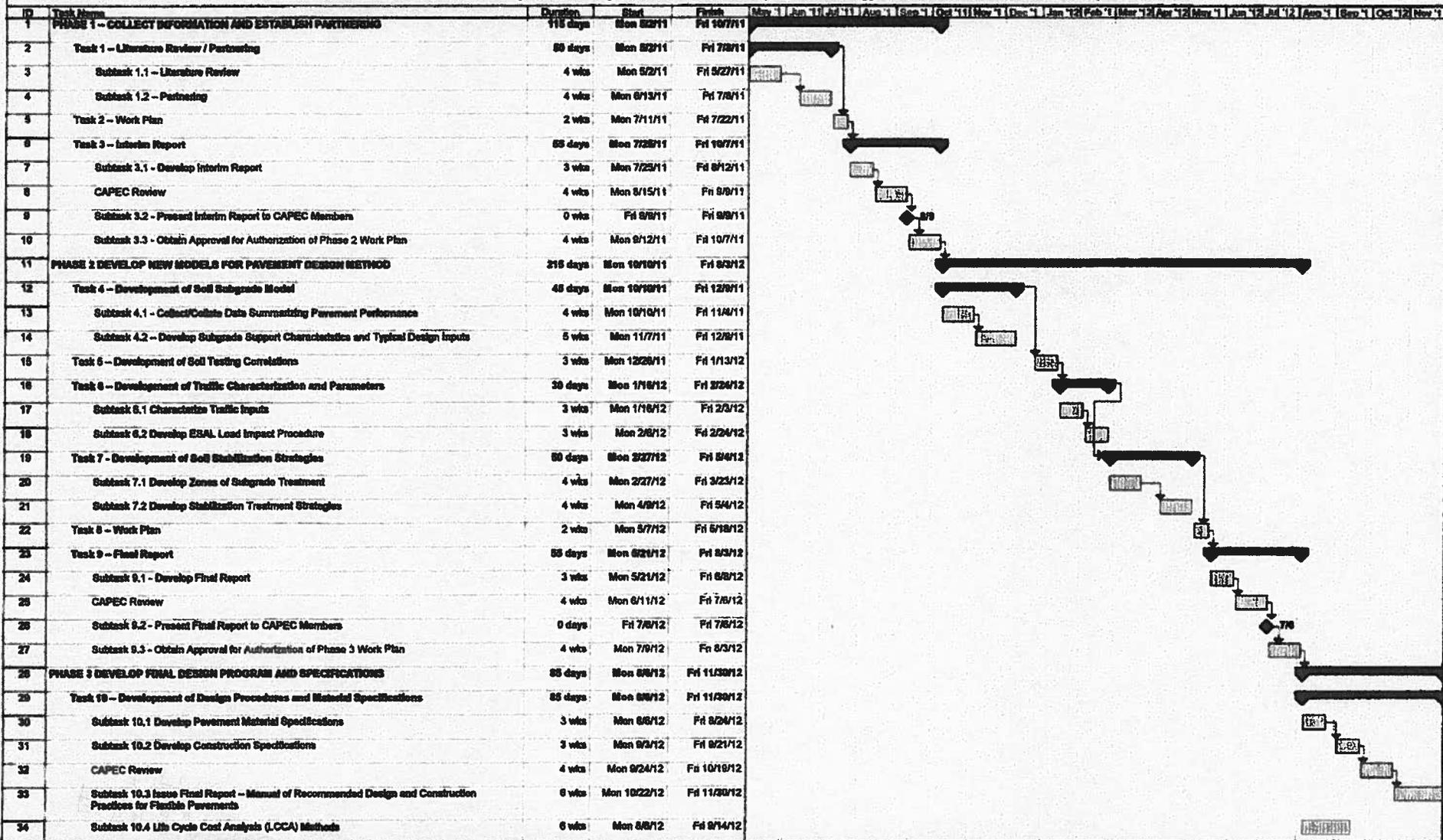
Swell Test, each	255.00
Consolidation Test, each	364.00
Standard Proctor (ASTM D698), each	230.00
Direct Shear UU (3 points)	520.00
UU Triaxial Compression (3 points)	147.50
CU Triaxial Compression (3 points)	660.00
pH Test, each	26.00
Chloride Test, each	26.00
Sulfate Test, each	26.00
CBR, each	468.00

REIMBURSIBLE EXPENSES

Reproduction expenses	Cost + 5%
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Charges will be billed on a time and materials basis to a maximum contract amount.

Exhibit 3 Schedule CAPEC Development of Regional Pavement Design Methodology and Pavement Construction Specifications



Project: CAPEC Schedule
 Date: Tue 4/12/11

Task: Progress: Summary: External Task: Milestone: External Milestone: Deadline:

Duration = work days; Note: Tasks shown in blue are allotted for CAPEC review and approval and account for approximately 5 months leaving 450 calendar days (15 mos) for HVJ.

PI625I02

TRAVIS COUNTY
Purchase Requisition

8/10/11
10:21:04

Number : 0000419997
 Type : 1 PURCHASE REQUISITION
 Status : AUDITOR APPROVAL
 Reason : TO ENC FUNDS PENDING CONTRACT AWARD
 By : DONNA WILLIAMS 854-7677
 Date : 9/17/07
 Vendor : 53525 HVJ ASSOCIATES INC
 Contract nbr :
 Ship to : Z1 TNR ADMIN - 11TH FLR
 Deliver by date : 9/30/08
 Buyer :
 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	24300.00	DOL	DEVELOPMENT OF UNIFIED PAVEMENT DESIGN METHODOLOGY FOR ROADWAYS CONSTRUCTED ON HIGH PLASTICITY SOILS

COMMENTS EXIST
 F3=Exit F7=Alternate view
 F10=Approval info F12=Cancel F20=Comments

Total: 76700.00
 F9=Print

+

GM200I13

Fiscal Year 2011

TRAVIS COUNTY

Account Balance Inquiry

8/10/11
10:20:15

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

Original budget	:	0	
Revised budget	:	0	07/15/2011
Actual expenditures - current	:	.00	
Actual expenditures - ytd	:	52,400.00-	
Unposted expenditures	:	.00	
Encumbered amount	:	.00	
Unposted encumbrances	:	.00	
Pre-encumbrance amount	:	52,400.00	
Total expenditures & encumbrances:	:	.00	0.0%
Unencumbered balance	:	.00	0.0

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

GM200I13

Fiscal Year 2011

TRAVIS COUNTY

Account Balance Inquiry

8/10/11
10:20:40

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

Original budget	:	:	:	:	:	421,514	
Revised budget	:	:	:	:	:	482,191	06/06/2011
Actual expenditures - current	:	:	:	:	:	.00	
Actual expenditures - ytd	:	:	:	:	:	72,631.00	
Unposted expenditures	:	:	:	:	:	.00	
Encumbered amount	:	:	:	:	:	42,905.57	
Unposted encumbrances	:	:	:	:	:	.00	
Pre-encumbrance amount	:	:	:	:	:	75,000.00	
Total expenditures & encumbrances:	:	:	:	:	:	190,536.57	39.5%
Unencumbered balance	:	:	:	:	:	291,654.43	60.5

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



Travis County Commissioners Court Agenda Request

Meeting Date: August 23, 2011

Prepared By/Phone Number: Loren Breland, 854-4854

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve order exempting the purchase of field strippers and groomers for TNR from Kromer Company LLC, from the competitive procurement process pursuant to section 262.024(A)(2) of the County Purchasing Act.

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

The Exemption Order is for the sole source purchase of athletic field strippers and groomers from Kromer Company LLC. Kromer equipment has exclusive features, capacities and multi-function capabilities such as Ultra Pressure Line Painter System, complete hydraulic drive system and multiple attachments that are only available from Kromer. TNR currently has Kromer equipment in use and additional equipment is needed to maintain multiple sports fields at various County parks.

Ø **Contract Expenditures:** Within the last 12 months \$36,010.00 has been spent against this requirement.

Ø **Contract-Related Information:**

Award Amount: \$49,347.54

Contract Type:

Contract Period:

Ø **Funding Information:**

Purchase Requisition 535858 in H.T.E.

Funding Account(s):

Comments:

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

**ORDER EXEMPTING
PURCHASE OF KROMER FIELD STRIPERS AND GROOMERS
FROM REQUIREMENTS OF THE COUNTY PURCHASING ACT**

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

WHEREAS, based on the evidence presented, the Commissioners Court of Travis County, Texas finds that there is only one source available for the purchase of Kromer Field Stripers and Groomers.

NOW, THEREFORE, the Commissioners Court of Travis County, Texas hereby orders that the purchase of Kromer Field Stripers and Groomers is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of an item that can be obtained from only one source.

Signed and entered this ____ day of _____, 2011.

Samuel T. Biscoe, County Judge
Travis County, Texas

Ron Davis
Commissioner, Precinct 1

Sarah Eckhart
Commissioner, Precinct 2

Karen Huber
Commissioner, Precinct 3

Margaret Gomez
Commissioner, Precinct 4

August 11, 2011

TO: Commissioners Court
Travis County, Texas

SOLE SOURCE ACQUISITION OF KROMER FIELD STRIPERS AND GROOMERS

I CERTIFY THAT THE PURCHASE OF KROMER field stripers and groomers for Travis County constitutes a sole source procurement, and is only available through Kromer. I, therefore, find that this is a sole source purchase pursuant to V.T.C.A. Local Government Code 262.024 and is to be entered into the Commissioners Court minutes.

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)

(COUNTY JUDGE)

Req. 53858



TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 W. 13th St.
Eleventh Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4626

RECEIVED
TRAVIS COUNTY
2011 JUL 28 PM 3:33
PURCHASING
OFFICE

June 14, 2011

MEMORANDUM

TO: Bonnie Floyd, Assistant Purchasing Agent

FROM: Charles Bergh, Parks Division Director

SUBJECT: Kromer Stripers

We are requesting the purchase of two Kromer Stripers. We feel that these are sole source items because after diligent research by park staff we could not find a comparable machine to the Kromer Field Stripers. It is imperative that we have a machine able to function like the Kromer Field Striper in order to prepare the 18 soccer and 8 baseball fields in a short period of time. Below are some of the specifications that we are looking for in a field striper:

- Hypro pump, no clog design that uses most water based paints and chemicals and comes with a pressure gauge, pressure regulator and flow selection manifold.
- Sprayer that operates from 0-275 PSI (giving it the ability to atomize the paint particles that cover the grass blades which means more paint on the grass blades instead of the dirt. (Up to a 50% paint savings.)
- The line painter box must be shielded from wind and allow easy access to paint tips.
- Must be equipped with twin nozzles that are angled to paint both sides of the grass and with an electric solenoid and diaphragm controlled for instant on and off no-drip operation.
- Must come with a variety of paint tips so lines can be painted from 2 to 8 inches wide.
- The main frame of the line painter box should be constructed with at least 3/8" x 1 1/2" solid steel and be powder coated.

- Must have a hydrostatic transmission with single pedal control eliminating the need to shift gears and travels at least 8 MPH
- Chain reduction drive sprocket and tie rod system for ease of operation and accurate straight tracking to allow greater painting accuracy under all field conditions.
- At least a 50 gallons polyethylene tank with at least a 10 inch fill opening with strainer basket, sump feed and jet agitation.
- We would like direct sales representation in the state of Texas with customer support 24/7 and with an inventory of parts available.
- Warranty that covers 2 years on parts, 3 years on engines, 1 year on labor and 6 months on labor travel expense

CC:

Mike Joyce, Fleet Manager
Loren Breland, Purchasing Agent
Christina Jensen, TNR Financial Services
Robert Armistead, TNR Parks
Kurt Nielsen, TNR Parks



KROMER COMPANY LLC

15020 27th Ave N. • Suite 200 • Plymouth, MN 55447-4892

Phone: (763) 746-4040 or (800) 373-0337 ext 206 • Fax: (763) 746-4041

www.kromerco.com August 4, 2011

Loren Breland, Purchasing Agent Assistant
Travis County - Purchasing Department
700 Lavaca Street, Suite 800
Austin, TX 78701

Dear Loren,

This is regarding the "unique one of a kind" features of the Kromer Painters and Groomers.

By versatility and multi-function capabilities of the Kromer Field Commander FC1 Pro Model, we are considered "Sole Source" for the equipment that we manufacture.

We offer options on our units that other manufactures do not supply.

- The Ultra Pressure Line Painter System is an exclusive feature with the largest 65-gallon tank in the industry. This paint system can save up to 50% in pain cost because of the Exclusive Ultra Pressure pain pump adjustable pressure system.
- Line Cutter Painter that cuts a line in the grass lower than the mowing height requiring less painting.
- Curb Painter attachment.
- Dry Line Paint attachment for baseball/softball.
- Hash Line Marker that paints up to five lines at the same time.
- Wide Liner for coach's box and end zones.

In addition, the Kromer Field Commanders have the larger Honda 20.2 HP twin V-engine and a completely hydraulic drive system with a hydraulic oil cooler to perform trouble free in the hotter Texas climate. Ergonomic suspension seating, personal cab fan, and sunshade canopy increase operator comfort and productivity. All of these are industry exclusive.

Our customers also appreciate the adaptability of the Field Commander Models that allow them to add all the other current and future options later as budgets or conditions require without having to modify the machine.

Kromer warranties are the longest and most complete in the industry.

Sincerely,

Ronn Ponath

Ronn Ponath

Ronn@KromerCo.Com



"Our Field is Preparing Your Field"





Travis County Commissioners Court Agenda Request

Meeting Date: August 23, 2011

Prepared By/Phone Number: David Walch, Marvin Brice, CPPB

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification 6 to PS080113RE with Encompass Medical Management, to increase the FY2011 contract amount by \$7,000, from \$23,500 to \$30,500 to provide additional database services for the Parenting in Recovery grant project.

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

In FY2008, the U.S. Department of Health and Human Services awarded Travis County a five-year grant at \$500,000 per year to fund the Parenting in Recovery project. HHS&VS works with several partners to provide a system of services for families in the child welfare system. Encompass Management provides a variety of services in support of the grant, including collection of program data, maintenance of a database, and training of grant partners in the use of the database.

This Modification No. 6 increases the not to exceed amount for the September 30, 2010 to September 29, 2011 contract year by \$7,000.00, from \$23,500.00 to \$30,500.00. Additional database services will be provided by vendor and will be purchased by the parenting in Recovery grant project.

Modification No. 5 renewed the contract for an additional twelve-month period, from September 30, 2010 through September 29, 2011. Funds for this period are not to exceed \$23,500.

Modification No. 4 renewed the contract for an additional twelve-month period, from September 30, 2009 through September 29, 2010. Funds for this period were not to exceed \$33,500.

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

Modification No. 3 increased the contract amount from \$43,500 to \$66,500, an increase of \$23,000. These new funds supported additional work on the database and development of a strategy to improve training for caseworkers involved with the project.

Modification No. 2 renewed the contract for an additional twelve-month period, from September 30, 2008 through September 29, 2009. Contract funds for this period were not to exceed \$43,500.

Modification No. 1 increased the contract amount from \$59,000 to \$73,000, an increase of \$14,000.

Ø **Contract Expenditures:** Within the last 12 months \$23,500.00 has been spent against this contract/requirement.

Ø **Contract-Related Information:**

Award Amount: \$59,000

Contract Type: Professional Services

Contract Period: march 1, 2008 – September 29, 2008

Ø **Contract Modification Information:**

Modification Amount: \$7,000

Modification Type: Bilateral

Modification Period: September 30,2010 – September 29, 2011

Ø **Funding Information:**

Purchase Requisition in H.T.E.:

Funding Account(s):

Comments: The entire modification amount, \$7,000 will be paid by the Parenting in Recovery grant.



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

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

DATE: August 9, 2011

TO: Members of the Commissioners Court

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

SUBJECT: Encompass Medical Management, Inc. contract amendment

Proposed Motion:

Consider and take appropriate action to approve adding \$7,000 to the FY'11 contract with Encompass Medical Management, Inc. to provide additional database services for the Parenting in Recovery grant project.

Summary and Staff Recommendations:

In FY'08, the U.S. Department of Health and Human Services awarded Travis County a five-year grant at \$500,000 per year to fund the Parenting in Recovery project. Travis County Health and Human Services and Veterans Service (TCHHSVS) is working with several partners to provide a coordinated system of services for families in the child welfare system as a result of parental methamphetamine or other substance dependence.

The grantor requires the Parenting in Recovery project to gather and evaluate program data. Program data must be collected, reviewed for accuracy and put in a format required by the grantor. A database must be maintained and all grant partners trained in how to use it. Encompass Medical Management, Inc. provides these services.

This amendment will allow Encompass to upgrade the grant database to include information the local community wants and allow the analysis of local data to support program sustainability.

TCHHSVS staff recommends approving this amendment.

Budgetary and Fiscal Impact:

This \$7,000 amendment increases the FY'11 contract to \$30,500. These funds are provided by the Parenting in Recovery grant. The Encompass contract runs from 9/30/10 – 9/29/11.

Issues and Opportunities:

Providing accurate and informative data is essential to the Parenting in Recovery project's success and sustainability.

Background:

The Parenting in Recovery project is designed to keep families together by providing treatment and support services.

Cc: Andrea Colunga Bussey, Director, Office of Children's Services, TCHHSVS
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Janice Cohoon, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney
Rodney Rhoades, Executive Manager, Planning and Budget Office
Diana Ramirez, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Elizabeth Corey, Purchasing Agent Assistant, Travis County Purchasing Office

**AMENDMENT OF CONTRACT BETWEEN
TRAVIS COUNTY AND
ENCOMPASS MEDICAL MANAGEMENT, INC. FOR
EVALUATION SERVICES**

This Amendment of Contract ("Amendment") is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County") and Encompass Medical Management, Inc. ("Consultant").

RECITALS

County and Consultant entered into an agreement to provide services for the care of indigents, for public health education and information and/or for other authorized services ("Contract"), the Initial Term of which began March 1, 2008, and terminated on September 29, 2008 ("Initial Term").

Under the terms of the Contract, Consultant agreed to provide personal and professional services for the care of indigents and other qualified recipients and for public health education and information, in accordance with the terms of the Contract, thus providing services which further a public purpose.

The Contract provides for renewal and/or amendment of the agreement by the written agreement of the Parties.

The Parties have previously agreed to extend the Contract an additional one-year term beginning September 30, 2010, and continuing through September 29, 2011 ("2011 Renewal Term").

The Parties desire to amend the Contract to make certain changes to the Contract.

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

1.0 CONTRACT TERM

- 1.1 **2011 Renewal Term.** The Parties agree that the changes in this Amendment apply to the 2011 Renewal Term, beginning September 30, 2010, and continuing through September 29, 2011, unless earlier terminated by the Parties pursuant to the terms of the Contract.

2.0 STATEMENT OF SERVICES TO BE PROVIDED

- 2.1 **Attachments.** The Parties agree to amend Section 3.3, "Attachments," as to the 2011 Renewal Term by adding the following:

- 2.1.1 **Amended Attachment A-2011**
"2011 Amended Renewal Term Description of Services to be Performed and Basis for Calculating Reimbursable Costs"

The above amended attachment is included in this Amendment as Exhibit 1, and hereby made a part of this Contract, constituting promised performance by the Parties in accordance with the terms of this Contract, as amended. All attachments not changed in this Amendment remain in full force and effect.

3.0 FINANCIAL OBLIGATIONS

- 3.1 **Maximum Funds.** The Parties agree to amend Section 4.1, "Maximum Funds," by adding the following:

4.1 - Amended 2011 - **Amended 2011 Renewal Term Maximum Funds.** In consideration of full and satisfactory performance of the services and activities provided by Consultant under the terms of this Contract during the 2011 Renewal Term, County shall increase the amount Contract Funds by an amount not to exceed Seven Thousand Dollars (\$7,000.00) for a total amount not to exceed Thirty Thousand, Five Hundred Dollars (\$30,500.00), unless and until that amount is changed by the Commissioners Court through written amendment to this

Contract. Consultant agrees that this amount is sufficient to complete the tasks agreed to under the terms of this Contract and that Consultant will complete those tasks within the amount specified in this Contract.

4.0 INCORPORATION

4.1 County and Consultant hereby incorporate this Amendment into the Contract, and the Contract, into this Amendment, and hereby ratify all terms and conditions of the Contract as amended. The Contract, with the changes made in this Amendment constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

5.0 EFFECTIVE DATE

5.1 This Amendment shall be effective August 15, 2011, when fully executed by the Parties.

EXHIBIT 1**AMENDED ATTACHMENT A-2011****AMENDED 2011 RENEWAL TERM DESCRIPTION OF SERVICES TO BE PERFORMED AND BASIS FOR CALCULATING REIMBURSABLE COSTS**

ACTIVITIES	APPROXIMATE TIME
1. Develop database in SPSS of all data elements Create SPSS database of all variables with variable labels. Variables labels created by using website where data is entered plus the Excel spreadsheet delivered by DFPS of all variables provided on clients by state agency.	10 hours
2. Organize and enter case data into SPSS Combine the data from tables developed to collect local evaluation indicators from individual client case files (PIR and Drug Court) and enter into SPSS database.	10 hours
3. Conduct statistical analyses using SPSS Conduct multivariate analysis and develop regression models using all available data elements.	10 hours
4. Create additional reports to the PIR Web Portal for local evaluation Convert current reports into percentages rather than actual numbers Break out all reports by Experimental and Control Add report that shows discharge placement and total number of placements	20 hours
5. Add additional content to "Director's Page" of database Add fields for child's name and ID number Number of placements and number of placement changes for each child Add drop-down menu for type of placement for each placement Toggle buttons for Foster Care placement during PIR enrollment	20 hours
TOTAL HOURS:	70
RATE PER HOUR:	\$100
TOTAL AMOUNT HOURLY CHARGE:	\$7,000



Travis County Commissioners Court Agenda Request

Meeting Date: August 23, 2011

Prepared By/Phone Number: David Walch 4x6663, Marvin Brice, CPPB

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language:

Approve Modification 4 to PS080222RE with Foundation Communities for Parenting in Recovery Services.

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

Through this contract, Foundation Communities provides case management services for clients with methamphetamine or other substance dependence in the Parenting in Recovery Program. The goal is to assist clients in attaining self-sufficiency and stable housing.

This Modification No. 4 decreases the budget amount for the September 30, 2010—September 29, 2011 contract term from \$22,008 to \$15,008, for a decrease of \$7,000.

Modification No. 3 renewed the agreement for an additional twelve-month period, from September 30, 2010 through September 29, 2011. Funds for this period shall not exceed \$22,008.

Modification No. 2 renewed the agreement for an additional twelve-month period, from September 30, 2009 through September 29, 2010.

Modification No. 1 renewed the agreement for an additional twelve-month period, from September 30, 2008 through September 29, 2010.

Ø **Contract Expenditures:** Within the last 12 months \$10,260.00 has been spent against this contract/requirement.

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

Ø **Contract-Related Information:**

Award Amount: \$15,000.00

Contract Type: Professional Services

Contract Period: March 1, 2008 – September 29, 2008

Ø **Contract Modification Information:**

Modification Amount: \$15,008.00

Modification Type: Bilateral

Modification Period: September 30, 2010 – September 29, 2011

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

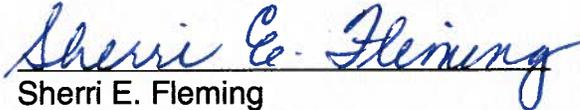


**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
502 E. Highland Mall Blvd.
P. O. Box 1748
Austin, Texas 78767**

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

DATE: August 9, 2011

TO: Members of the Commissioners Court

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

SUBJECT: Foundation Communities contract amendment

Proposed Motion:

Consider and take appropriate action to approve an amendment decreasing the contract amount for Foundation Communities for case management services related to the Parenting in Recovery project by \$7,000.

Summary and Staff Recommendations:

In FY'08, the U.S. Department of Health and Human Services awarded Travis County a five-year grant at \$500,000 per year to fund the Parenting in Recovery project. Travis County Health and Human Services and Veterans Service (TCHHSVS) is working with several partners to provide a coordinated system of services for families in the child welfare system as a result of parental methamphetamine or other substance dependence.

Foundation Communities provides case management for clients in the Parenting in Recovery program. Specific duties of the case manager include but are not limited to

- Facilitating the transition to housing for program participants through collaborative discharge planning sessions including identification of housing needs and barriers, mediation of housing barriers and facilitation of the leasing process;
- Meeting regularly with participating families to identify areas of need and evaluating progress toward self-sufficiency;
- Assisting program participants in addressing basic needs issues such as child care, employment, education and transportation;
- Performing ongoing case management services to support self-sufficiency goals, recovery and permanent housing;
- Communicating regularly with family support team including Child Protective Services caseworker and aftercare recovery specialist to discuss participant progress and address needs;
- Facilitating communication between participating families and the leasing office and mediating potential lease violation issues to help families maintain housing;
- Working collaboratively with organizations providing substance dependence and mental health services to access ongoing services and support for participants;
- Working with families to identify sources of assistance and to access services from other social service agencies;
- Coordinating educational opportunities and services to enable participants to learn general life skills, including parenting skills;
- Maintaining database of all current and former participant families including demographic information as well as services accessed, goals, progress notes and accomplishments to utilize for internal and external review;
- Providing Parenting in Recovery program evaluator with specific and timely data in accordance with grant requirements; and
- Attending meetings of Parenting in Recovery partner agencies.

There was a reduction in need for long-term case management services for Parenting in Recovery participants. As a result, all of the funds initially budgeted for this contract will not be used.

TCHHSVS staff recommends approving this amendment.

Budgetary and Fiscal Impact:

Funding for this contract comes from the Parenting in Recovery grant. The initial contract amount was \$22,008. This amendment decreases that amount by \$7,000 to \$15,008. The contract runs from 9/30/10 – 9/29/11.

The \$7,000 will be invested in local data collection and analysis for Parenting in Recovery with our grant evaluator Encompass Medical Management, Inc.

Issues and Opportunities:

The Foundation Communities case manager improves the chances of the Parenting in Recovery participants attaining self-sufficiency and stable housing.

Background:

The Parenting in Recovery project is designed to keep families together by providing treatment and support services.

Cc: Andrea Colunga Bussey, Director, Office of Children's Services, TCHHSVS
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Janice Cohoon, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney
Rodney Rhoades, Executive Manager, Planning and Budget Office
Diana Ramirez, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Elizabeth Corey, Purchasing Agent Assistant, Travis County Purchasing Office

MODIFICATION OF CONTRACT NUMBER: PS080222RE – Parenting in Recovery

Page 1 of 3 Pages

ISSUED BY: PURCHASING OFFICE
700 Lavaca Street, Suite 800
AUSTIN, TX 78701

PURCHASING AGENT ASST: **David Walch**
PHONE: (512) 854-9853
FAX: (512) 854-9185

DATE PREPARED:
August 8, 2011

ISSUED TO:
Foundation Communities
3036 South First Street, Suite 200
Austin, Texas 78701

MODIFICATION NO.:
4

EXECUTED DATE OF ORIGINAL CONTRACT:
March 20, 2008

ORIGINAL CONTRACT TERM: March 20, 2008 – September 29, 2008

CURRENT CONTRACT TERM: September 30, 2010 – September 29, 2011

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$ 15,000

Current Modified Amount \$ 15,008.00

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.

The above-referenced contract is hereby modified to reflect the following changes, as well as those more completely set forth in the attachment:

1. Attachment A-2011, "2011 Renewal Term Work Statement and Budget," is hereby amended to decrease the budget amount by \$7,000 for a new total of \$15,008.00.
2. Section 13.1.1, "Maximum Amount," is hereby amended to incorporate the amended FY2011 renewal term budget from \$22,008.00 to the new total of \$15,008.00, a decrease of \$7,000.00.

The Contract is amended according to the terms of the attachment to this Modification, all of which is hereby made a part of the Contract and constitutes promised performances by the Contractor in accordance with all terms of the Contract, as amended.

Note to Vendor/City:

[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: Foundation Communities

- DBA
 CORPORATION
 OTHER

BY: [Signature]
SIGNATURE

BY: Julian Huerta
PRINT NAME

DATE:
8/9/2011

TITLE: Director of Programs
ITS DULY AUTHORIZED AGENT

TRAVIS COUNTY, TEXAS

DATE:

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

TRAVIS COUNTY, TEXAS

DATE:

BY: SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

**AMENDMENT OF CONTRACT BETWEEN
TRAVIS COUNTY AND
FOUNDATION COMMUNITIES
(Parenting in Recovery Grant Funds)**

This Amendment of Contract ("Amendment") is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County"), and Foundation Communities, a non-profit organization ("Contractor").

RECITALS

County and Contractor entered into an agreement to provide services for the care of indigents, for public health education and information and/or for other authorized services ("Contract") the Initial Term of which began March 20, 2008, and terminated September 29, 2008 ("Initial Contract Term").

Under the Contract, Contractor agreed to provide personal and professional services for the care of indigents and other qualified recipients and for public health education and information, in accordance with the terms of the Contract, thus providing services which further a public purpose.

The Contract provides for renewal and amendment of the agreement by the written agreement of the Parties; and the Parties have renewed the Contract for an additional term through September 29, 2011.

The Parties desire to make certain changes to the Contract.

The Parties agree that funds provided under this Contract, as amended, may be received pursuant to federal, state, and/or local grant agreements and services provided for those funds will be subject to the applicable terms of any such agreement.

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

1.0 CONTRACT TERM

1.1 **Renewal Term.** Pursuant to Section 2.2, "Renewal Term(s)," the Parties hereby agree that the provisions of this Amendment apply to the 2011 Renewal Term of the Contract beginning September 30, 2010, and continuing through September 29, 2011, unless sooner terminated pursuant to the terms of the Contract, as amended.

2.0 ENTIRE AGREEMENT

2.1 **Attachment A.** The Parties agree that Attachment A-2011, "2011 Renewal Term Work Statement and Budget," is amended to decrease the budget by \$7,000.00 for a new total of \$15,008.00.

2.2 **Other Attachments.** All other Attachments not amended under this Section 2.1 shall remain in full force and effect.

3.0 CONTRACT FUNDS

3.1 **Maximum Funds.** Amend Section 13.1.1, "Maximum Amount," by adding the following:

13.1.1-2011 - Amendment. Amended Maximum Funds - 2011 Renewal Term. Subject to the requirements of this Contract, as amended, in consideration of full and satisfactory performance of the services and activities provided by Contractor under the terms of this Contract, as determined by County, County shall provide Contract Funds not to exceed the following amount during the 2011 Renewal Term.

\$ 15,008.00

4.0 INCORPORATION

4.1 County and Contractor hereby incorporate the Contract, as amended, into this Amendment. Except for the changes made in this Amendment, County and Contractor hereby ratify all the terms and conditions of the Contract as amended. The Contract, as amended, with the changes made in this Amendment constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

5.0 EFFECTIVE DATE

5.1 This Amendment is effective August 15, 2011, when it is approved and signed by both Parties. This Contract, as amended, shall remain in effect until further modified or terminated in writing by the Parties, or until the termination date.



Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, August 23, 2011

Prepared By/Phone Number: C.W. Bruner, 854-9760

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Ratify Termination of Contract No. 11T00108CW, Southwest Exterminating Inc, for Pest Control Services - Countywide.

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

A contract was awarded to Southwest Exterminating Inc. on April 5, 2011 for Pest Control Services – Countywide. Performance issues surfaced soon after award. Meetings between the Contractor and user departments were held on June 7, 2011 and July 27, 2011 to discuss ongoing performance issues and not following contract requirements. Additional service issues continued and increased in severity.

Effective August 3, 2011, the Purchasing Agent and Contractor mutually agreed to terminate. Until a new contract is awarded, pest control services will be provided by utilizing open market requisitions.

Ø **Contract Expenditures:** Within the last four (4) months \$2,269.00 has been spent against this contract.

Ø **Funding Information:**

Purchase Requisition in H.T.E.:

Funding Account(s):

Comments: Not Applicable, contract termination

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

** INBOUND NOTIFICATION : FAX RECEIVED SUCCESSFULLY **

TIME RECEIVED
August 5, 2011 4:55:12 PM CDT

REMOTE CSID

DURATION
38

PAGES
1

STATUS
Received

02/14/2007 11:30 FAX

001

TO: CW
512 854 4211



TRAVIS COUNTY PURCHASING OFFICE
Cyd V. Grimes, C.P.M., Purchasing Agent
700 Lavaca, 8th Floor - Austin, Texas 78701 - (512) 854-9700 - Fax (512) 854-9185

August 4, 2011

Southwest Exterminating
Attn: Nick Spillios Jr
11023 Southwest Freeway
Houston, Texas 77074

Subject: Termination of Contract # 11T00108CW - Effective August 3, 2011

Dear Mr. Spillios:

Concerns have been brought to the attention of the Travis County Purchasing Office about the quality of the work performed by Southwest Exterminating. Issues span from lack of communication, poor response time, invoicing issues, rodent bait stations not being checked, acquiring signatures on work invoices without performing the service and not adhering to customer requested schedules as identified in the contract. Based on these continuing performance issues, and pursuant to our telephone conversation on Tuesday, August 2, please be advised that we mutually agreed to terminate Contract # 11T00108CW for Pest Control Services effective August 3, 2011.

If you have any questions regarding this matter, please feel free to contact C. W. Bruner (512) 854-9760.

By its signature below, Travis County signifies its approval for mutual termination of Contract # 11T00108CW with Southwest Exterminating Inc.

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

Nick Spillios Jr.
Southwest Exterminating Inc.

Signature: _____

Signature:
Date: 8-5-11

Date: _____

Signed reply should be sent in duplicate to:

Travis County Purchasing Agent
PO Box 1748
Austin, TX 78767

CC:
Rony Aouad, Facilities Management
Samantha Peterman, Sherriff's Office
Mary Nieves, Gardner-Betts Juvenile Center
Christina Jensen, TNR

MODIFICATION OF CONTRACT NUMBER: 11T00108CW Pest Control Services PAGE 1 OF 1 PAGE

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: CW Bruner TEL. NO: (512) 854-9760 FAX NO: (512) 854-9185	DATE PREPARED: aUGUST 10, 2011
ISSUED TO: Southwest Exterminating Attn: Nick Spillios, Jr. 11023 Southwest Freeway Houston, TX 77074	79105 MODIFICATION NO.: 2	EXECUTED DATE OF ORIGINAL CONTRACT: April 5, 2011
ORIGINAL CONTRACT TERM DATES: <u>October 14, 2010 to October 13, 2011</u>		CURRENT CONTRACT TERM DATES: <u>October 14, 2010 to August 3, 2011</u>

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.

Effective August 3, 2011 the above contract is terminated. Contractor will be paid for services rendered prior to August 3, 2011.

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: _____

BY: _____
SIGNATUREBY: _____
PRINT NAMETITLE: _____
ITS DULY AUTHORIZED AGENT

- DBA
 CORPORATION
 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: _____



Travis County Commissioners Court Agenda Request

Meeting Date: August 23, 2011

Prepared By/Phone Number: J. Lee Perry/512-854-9724

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve contract award for Rancho Alto Road Improvements, IFB No. B110192-LP, to the apparent low bidder, RGM Constructors of Texas, LLC.

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

Ø Ranch Alto Road construction project is for the improvement to a substandard road and ditch work alongside FM 1626.

Ø On June 29, 2011, four (4) bids were received for the Rancho Alto Road Construction, in which the bids ranged from \$143,069.30 to \$260,234.00. As a result, TNR recommends awarding a contract to the apparent low bidder, RGM Constructors of Texas, LLC, for the amount of \$143,069.30.

Ø **Contract Expenditures:** Within the last N/A months \$0.00 has been spent against this contract/requirement.

Ø **Contract-Related Information:**

Award Amount: \$143,069.30

Contract Type: Construction

Contract Period: Through Completion

Ø **Contract Modification Information: N/A**

Modification Amount:

Modification Type:

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

Modification Period:

Ø **Solicitation-Related Information:**

Solicitations Sent: 73

Responses Received: 4

HUB Information: Vendor is not a HUB

% HUB Subcontractor: 26.67%

Ø **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments: N/A

Ø **Funding Information:**

Purchase Requisition in H.T.E.: 530368

Funding Account(s):

Travis County Portion \$114,455.44 (80%)

439-4941-748-8164/\$14,279.00

439-4941-752-8164/\$58,144.00

439-4941-753-8164 /\$36,309.66

439-4941-753-8164/\$5,722.78

Rancho Alto HOA Portion \$28,613.86 (20%)

475-4994-750-8164/\$27,183.16

475-4994-750-8164/\$1,430.70

Comments:



TRANSPORTATION AND NATURAL RESOURCES

STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE, TNR

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

August 1, 2011

MEMORANDUM

TO: Cyd V. Grimes, C.P.M., Purchasing Agent
FROM: Steve Manilla, P.E., County Executive, TNR
SUBJECT: Rancho Alto Road Improvements, Contract #
Construction Contract Award

RECEIVED
TRAVIS COUNTY
2011 AUG - 3 PM 4: 15
PURCHASING
OFFICE

TNR Public Works has reviewed the bids submitted by four contractors that responded to the bid solicitation request. TNR recommends award of the contract to the apparent low bidder, RGM Construction of Texas LLC, for a total of \$143,069.30. The financial information pertaining to this project is as follow:

Travis County Portion: (80% of contract amount)

Construction Amt: Account 439-4941-748-8164 \$14,279.00
Construction Amt: Account 439-4941-752-8164 \$58,144.00
Construction Amt: Account 439-4941-753-8164 \$36,309.66
Retainage Amt: Account 439-4941-753-8164 \$5,722.78
Total Amount: \$114,455.44

Rancho Alto Home Owner Association Portion: (20% of contract amount)

Construction Amt: Account 475-4994-750-8164 \$27,183.16
Retainage Amt: Account 475-4994-750-8164 \$1,430.70
Total Amt: \$28,613.86

Requisition Number: 530368; Construction Com/Sub: 968/054; Retainage Com/Sub: 968/098

Required Authorizations:
Sean O'Neal, Auditor's Office
Jessica Rio, PBO

Attachment:
Bid Tabulation
Project Location Map

cc: Marvin Brice, Purchasing Office
Lee Perry, Purchasing Office
Don Ward, P.E., Road & Bridge Division Director
Steve Sun, P.E., Engineering Division Manager
Tony Valdez, P.E., Project Manger
Cynthia McDonald, Brunilda Cruz, Donna Williams-Jones, TNR Financial Services

4789

Contract No. 11K00192LP

STATE OF TEXAS §

COUNTY OF TRAVIS §

This Agreement for Construction Services (the "Construction Contract" or "Contract") is made and entered into this day by and between Travis County, Texas, a political subdivision of the State of Texas (the "County") and **RGM CONSTRUCTORS OF TEXAS, LLC** (the "Contractor") and will be binding upon their respective executors, administrators, heirs, successors, and assigns.

WHEREAS, the County desires to enter into a contract for the construction of **RANCHO ALTO ROAD IMPROVEMENTS PROJECT** in Travis County, Texas, in accordance with the provisions of state statutes and conforming to the Contractor's Notice of Construction, Bid Proposal (including the Bidding Documents, Bid Form, and any Addenda or Amendments thereto), General Conditions, Supplementary Conditions, and the Specifications and Plans marked **RANCHO ALTO ROAD IMPROVEMENTS PROJECT (B110192-LP)**, all of which are incorporated herein;

WHEREAS, the Contractor has been engaged in and now does comparable work and represents that it is fully equipped, competent, and capable of performing the above- desired and outlined work, and is ready and willing to perform such work in accordance with all provisions of the abovementioned Specifications and Plans marked **(B110192-LP)**

NOW THEREFORE, in consideration of the County's promise to pay the amount below as totaled in the Bid Proposal hereto attached and made part of this Contract, the Contractor agrees to do at his own proper cost and expense all the work necessary for the construction of **RANCHO ALTO ROAD IMPROVEMENTS PROJECT** in Travis County, Texas in accordance with the provisions of the aforementioned Contractor's Notice of Construction, the Bid Proposal as awarded by the Commissioners Court, and the Specifications and Plans marked **(B110192-LP)** to the satisfaction of the Executive Manager of the Transportation and Natural Resources Department of Travis County, Texas.

This contract document, the Contractor's Notice of Construction, the Bid Proposal (including the Bidding Documents, the Bid Form, and any Addenda or Amendments thereto), and the Specifications and Plans marked **(B110192-LP)** represents the entire and integrated contract between the County and the Contractor and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by both the County and the Contractor.

The said Contractor further agrees to be available for work within 14 calendar days, and to complete the project within **90 working days**, after receiving a written "Notice to Proceed".

Travis County, Texas, in consideration of the full and true performance of the said work by said Contractor, hereby agrees and binds itself to pay to said Contractor the total contract amount of **\$143,069.30** consisting of **\$37,745.03** for materials to be incorporated into the Project or completely consumed at the job site and services required by or integral to the performance of the contract and **\$105,324.27** for all other charges, including the cost of other services, overhead, materials which do not become part of the finished project or are reusable, and machinery or equipment and its accessory, repair, or replacement parts, and in the manner provided for, within 30 calendar days from the receipt of an acceptable invoice. This division of the contract amount is made for sales tax purposes only. The Contractor must maintain internal records to verify the division. The Contractor must make these records available upon the request of the Travis County Auditor.

Contract No. 11K00192LP

This contract will be construed according to the laws of the State of Texas. The performance for this Contract must be in Travis County, and venue for any action will lie in Travis County, Texas. The Contractor warrants that the completed project must be adequate for the purposes intended.

Notwithstanding anything to the contrary herein, if Contractor is delinquent in payment of taxes at the time of invoicing, Contractor hereby assigns any payments to be made for service rendered under this Contract to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT OF THE COUNTY.

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

EXECUTED THIS _____ DAY OF _____, YEAR _____.

TRAVIS COUNTY, TEXAS

RGM CONSTRUCTORS OF TEXAS, LLC

BY: _____

BY: 
ROBERT G. ALLISON

TRAVIS COUNTY JUDGE

APPROVED AS TO FORM:

APPROVED:

TRAVIS COUNTY ATTORNEY

COUNTY PURCHASING AGENT

CERTIFIED FUNDS ARE AVAILABLE

COUNTY AUDITOR, TRAVIS COUNTY

Rancho Alto Road, IFB No. B110192-LP

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

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

BASE BID

Bid Item	Spec. No. / Desc. Code	Description	Unit	QTY	Unit Price	Amount
1	100	Preparing Right of way	LS	1	\$16,000.00	\$16,000.00
2	110-2001	EXCAVATION (Roadway)	CY	3,014	\$11.00	\$33,154.00
3	132 -2005	EMBANKMENT (Final) (ORD COMP) (TY C) Driveway	CY	23	\$75.00	\$1,725.00
4	160 2003	FURN. & PLAC TPSL (CL 2)(4")	SY	1,992	\$5.00	\$9,960.00
5	164 2023	SEEDING FOR EROSION CONTROL /HYDROMULCH SEEDING	SY	1,992	\$0.75	\$1,494.00
6	169 2002	Soil Retention Blankets (CI 1) (TY B)	SY	1,992	\$1.35	\$2,689.20
7	247 2071	FL BS (CMP in PLC) (TY C GR 3) (6") (Roadway)	SY	1,022	\$11.00	\$11,242.00
8	247 2071	FL BS (CMP in PLC) (TY C GR 3) (6") (Roadway)	SY	37	\$45.00	\$1,665.00
9	310 2001	Prime Coat (MC-30) (Roadway)	GAL	205	\$5.00	\$1,025.00
10	310 2001	Prime Coat (MC-30) (Driveway)	GAL	8	\$5.00	\$40.00
11	340 2034	D-GR HMA(METH) TY-C (PG64-22) (Roadway)	TON	84	\$120.00	\$10,080.00
12	340 2034	D-GR HMA(METH) TY-C (PG64-22) (Driveway)	TON	3	\$200.00	\$600.00
13	432 2001	Riprap(Conc) (4")	CY	4	\$700.00	\$2,800.00
14	432 2012	Riprap(Stone Ty F) (Grout)(8")	CY	96	\$135.00	\$12,960.00
15	464 2019	12" REINFORCED CONCRETE PIPE	LF	41	\$70.00	\$2,870.00
16	500 2001	Mobilization	LS	1	\$14,000.00	\$14,000.00
17	502 2001	Barricades, signs and Traffic Handling	MO	2	\$1,000.00	\$2,000.00
18	506 2003	Rock Filter Dams (Install) Ty 3	LF	92	\$27.00	\$2,484.00
19	506 2009	Rock Filter Dams (Remove)	LF	92	\$13.00	\$1,196.00
20	506 2030	Construction Perimeter Fence	LF	298	\$3.00	\$894.00
21	506 2034	Temporary Sediment-Control Fence	LF	115	\$3.00	\$345.00
22	550 2001	Chain link Fence	LF	120	\$30.00	\$3,600.00
23	552-2002	Wire Fence TY B	LF	119	\$14.00	\$1,666.00
24	636 2007	Replace Existing Aluminum Sign (TY A) (W5-1)	SF	6.25	\$12.00	\$75.00
25	644 2001	Ins Sm Rd Sn Sup & Am Ty 1 10WG (1) SA (P) (R1-1)	EA	1	\$400.00	\$400.00

BASE BID						
Bid Item	Spec. No. / Desc. Code	Description	Unit	QTY	Unit Price	Amount
26	644 2001	Ins Sm Rd Sn Sup & Am Ty 1 10WG (1) SA (P) (R3-8SPL)	EA	1	\$400.00	\$400.00
27	644 2001	Ins Sm Rd Sn Sup & Am Ty 1 10WG (1) SA (P) (W3-1)	EA	1	\$400.00	\$400.00
28	644 2001	Ins Sm Rd Sn Sup & Am Ty 1 10WG (1) SA (P) (W7-1)	EA	1	\$400.00	\$400.00
29	644 2056	Relocate Sm Rd Sn Sup & Am Ty 1 10WG (1) SA (P) W1-8(l)	EA	2	\$400.00	\$800.00
30	666 2011	Refl Pav Mrk TY 1 (W) 4"(Slid) (090 MIL)	LF	851	\$2.65	\$2,255.15
31	666 2035	Refl Pav Mrk TY 1 (W) 8"(Slid) (090 MIL)	LF	104	\$4.50	\$468.00
32	666 2047	Refl Pav Mrk TY 1 (W) 24"(Slid) (090 MIL)	LF	30	\$10.50	\$315.00
33	666 2110	Refl Pav Mrk TY 1 (Y) 4"(Slid) (090 MIL)	LF	656	\$2.70	\$1,771.20
34	666 2145	Refl Pav Mrk TY 11 (W) 4"(Slid)	LF	851	\$0.55	\$468.05
35	666 2153	Refl Pav Mrk TY 11 (W) 8"(Slid)	LF	104	\$1.10	\$114.40
36	666 2157	Refl Pav Mrk TY 11 (W) 24"(Slid)	LF	30	\$2.75	\$82.50
37	666 2178	Refl Pav Mrk TY 11 (Y) 4"(Slid)	LF	656	\$0.55	\$360.80
38	672 2115	Refl Pav Mrk TY 11 A-A	EA	9	\$30.00	\$270.00
Base Bid Total						\$143,069.30

One Hundred Forty Three Thousand Sixty Nine Dollars and Thirty Cents

Tax Exempt Total	37,745.03
Tax exempt costs are the total cost of materials incorporated into the project or completely consumed at the job site and services required by or integral to the performance of the Contract.	

Non-Tax Exempt Total	105,324.27
Non-Tax exempt costs are all other charges, including the cost of labor, overhead, and materials which do not become part of the project or are not completely consumed at the job site.	

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

Note: The Travis County Commissioners Court reserves the right to reject any and all bids at its sole discretion.

Please note the following listed abbreviations used for proposed units:

Unit Abbreviations: CY = Cubic Yard, LF = Linear Foot, STA = Station, AC = Acre, EA = Each, SY = Square Yard, GAL = Gallon, LS = Lump Sum, SF = Square Foot, TON = Ton, MO = Month, EA/DAY = per Each per DAY

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

BID DATE:	June 29, 2011
OPEN TIME:	2:00 PM
BIDS EXPIRE:	90 Days
BID NO.:	B110192-LP
DESCRIPTION:	Rancho Alto Road
DEPARTMENT:	TNR
CONTACT/NO.:	Tony Valdez x47567
BIDS RECEIVED:	6



BIDDER	BASE BID	Addm	Bid Bond	Ethics	Cert. Sec.	Safety	HUB	Sub HUB %
RGM Constructors	\$143,069.30	N/A	Y	Y	Y	Y	N	26.67%
JR Schneider Const.	\$190,597.56	N/A	Y	Y	Y	Y	N	4.50%
Myers Concrete	\$209,827.60	N/A	Y	Y	Y	Y	Y	0.00%
Patin Construction	\$260,234.00	N/A	Y	Y	Y	Y	N	5.39%

Print Name	SIGNATURE	Date
J. Lee Perry	<i>J. Lee Perry</i>	6/29/2011

PURCHASE REQUISITION NBR: 0000530368

REQUISITION BY: DONNA WILLIAMS 854-7677
 STATUS: NEEDS ADDITIONAL INFO
 REASON: 53933 ENC \$\$\$ PENDING AWARD ATTN: MARVIN BRICE
 DATE: 5/10/11
 SHIP TO LOCATION: TNR ADMIN - 11TH FLR
 SUGGESTED VENDOR: UNKNOWN-RANCHO ALTO SUBSTAND
 DELIVER BY DATE: 5/10/11

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	TRAVIS COUNTY PORTION COMMODITY: PUBLIC WORKS/CONSTRUCTION SUBCOMMOD: MAJOR ROAD-NEW CONSTRUCT	108732.66	DOL	1.0000	108732.66	
2	TRAVIS COUNTY 5% RETAINAGE COMMODITY: PUBLIC WORKS/CONSTRUCTION SUBCOMMOD: RETAINAGE - ROAD CONSTRUC	5722.78	DOL	1.0000	5722.78	
3	HOME OWNER ASSN PORTION COMMODITY: PUBLIC WORKS/CONSTRUCTION SUBCOMMOD: MAJOR ROAD-NEW CONSTRUCT	27183.16	DOL	1.0000	27183.16	
4	PROPERTY OWNER ASSN RETAINAGE ***** FOR RANCHO ALTO SUBSTANDARD ROAD PROJECT COMMODITY: PUBLIC WORKS/CONSTRUCTION SUBCOMMOD: RETAINAGE - ROAD CONSTRUC	1430.70	DOL	1.0000	1430.70	
REQUISITION TOTAL:					143069.30	

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	43949417488164	CAPITAL OUTLAY PURCH SVC-INFRASTRCTR RDS 1997 Bond Road Projects	13.14	14279.00
1	43949417528164	CAPITAL OUTLAY PURCH SVC-INFRASTRCTR RDS 1997 Bond Road Projects	53.47	58144.00
1	43949417538164	CAPITAL OUTLAY PURCH SVC-INFRASTRCTR RDS 1997 Bond Road Projects	33.39	36309.66
2	43949417538164	CAPITAL OUTLAY PURCH SVC-INFRASTRCTR RDS 1997 Bond Road Projects	100.00	5722.78
3	47549947508164	CAPITAL OUTLAY PURCH SVC-INFRASTRCTR RDS FM 812 AT F1 RACEWAY	100.00	27183.16
4	47549947508164	CAPITAL OUTLAY PURCH SVC-INFRASTRCTR RDS FM 812 AT F1 RACEWAY	100.00	1430.70
				143069.30

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

20110510 RT COURT
 7/15/11 RETURN TO UPDATE PRICES. KS

PURCHASE REQUISITION NBR: 0000530368

REQUISITION BY: DONNA WILLIAMS 854-7677

STATUS: NEEDS ADDITIONAL INFO
REASON: 53933 ENC \$\$\$ PENDING AWARD ATTN: MARVIN BRICE

DATE: 5/10/11

SHIP TO LOCATION: TNR ADMIN - 11TH FLR

SUGGESTED VENDOR: UNKNOWN-RANCHO ALTO SUBSTAND

DELIVER BY DATE: 5/10/11

REQUISITION COMMENTS:

8/11/11 RETURN FOR UPDATE. KS

GM200I13

TRAVIS COUNTY

8/11/11
15:49:19

Fiscal Year 2011

Account Balance Inquiry

Project Req'd

Account number . . . : 475-4994-750.81-64
Fund : 475 CONTRACTUAL CAPITAL PROJ
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 94 PRIVTE AGNCY CNTRCT-ROADS
Activity basic : 75 CHARGES FOR SERVICES
Sub activity : 0 INFRA-ENV SCVS (TRNS&RDS)
Element : 81 CAPITAL OUTLAY
Object : 64 PURCH SVC-INFRASTRCTR RDS

Original budget : 0
Revised budget : 1,973,795 07/19/2011
Actual expenditures - current . : 180,000.00
Actual expenditures - ytd . . . : 1,683,481.67
Unposted expenditures : .00
Encumbered amount : 34,724.51
Unposted encumbrances : .00
Pre-encumbrance amount : 18,720.65
Total expenditures & encumbrances: 1,916,926.83 97.1%
Unencumbered balance : 56,868.17 2.9

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

GM200I13

TRAVIS COUNTY

8/11/11
15:47:57

Fiscal Year 2011

Account Balance Inquiry

Project Req'd

Account number : 439-4941-752.81-64
Fund : 439 U/T ROAD BONDS 1998-RB
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 41 ROAD & BRIDGE MAINTENANCE
Activity basic : 75 CHARGES FOR SERVICES
Sub activity : 2 U/T ROAD BONDS 1998A
Element : 81 CAPITAL OUTLAY
Object : 64 PURCH SVC-INFRASTRCTR RDS

Original budget : 0
Revised budget : 80,454 11/01/2010
Actual expenditures - current . . : .00
Actual expenditures - ytd : 18,536.00
Unposted expenditures : .00
Encumbered amount : 3,773.42
Unposted encumbrances : .00
Pre-encumbrance amount : .00
Total expenditures & encumbrances: 22,309.42 27.7%
Unencumbered balance : 58,144.58 72.3

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

Fiscal Year 2011

Account Balance Inquiry

Project Req'd

Account number . . . : 439-4941-753.81-64
Fund : 439 U/T ROAD BONDS 1998-RB
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 41 ROAD & BRIDGE MAINTENANCE
Activity basic : 75 CHARGES FOR SERVICES
Sub activity : 3 U/T ROAD BDS 1999
Element : 81 CAPITAL OUTLAY
Object : 64 PURCH SVC-INFRASTRCTR RDS

Original budget :	0	
Revised budget :	100,968	06/14/2011
Actual expenditures - current . :	.00	
Actual expenditures - ytd . . . :	.00	
Unposted expenditures :	.00	
Encumbered amount :	11,642.23	
Unposted encumbrances :	.00	
Pre-encumbrance amount :	972.88-	
Total expenditures & encumbrances:	10,669.35	10.6%
Unencumbered balance :	90,298.65	89.4

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

Fiscal Year 2011

Account Balance Inquiry

Project Req'd

Account number . . . : 439-4941-748.81-64
Fund : 439 U/T ROAD BONDS 1998-RB
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 41 ROAD & BRIDGE MAINTENANCE
Activity basic : 74 CAPITAL PROJECTS
Sub activity : 8 U/T ROAD BONDS 1998
Element : 81 CAPITAL OUTLAY
Object : 64 PURCH SVC-INFRASTRCTR RDS

Original budget :	0	
Revised budget :	16,279	11/01/2010
Actual expenditures - current . . . :	.00	
Actual expenditures - ytd :	.00	
Unposted expenditures :	.00	
Encumbered amount :	2,000.00	
Unposted encumbrances :	.00	
Pre-encumbrance amount :	.00	
Total expenditures & encumbrances:	2,000.00	12.3%
Unencumbered balance :	14,279.00	87.7

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



Travis County Commissioners Court Agenda Request

Meeting Date: 08/23/2011

Prepared By/Phone Number: George Monnat, 854-9778

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language:

- A. Approve Interlocal Agreement for FY 2011 Texas Juvenile Probation Commission video conferencing equipment with the Texas Juvenile Probation Commission.
- B. Approve Interlocal Agreements with the following counties to purchase video conferencing equipment under the FY 2011 Texas Juvenile Probation Commission Grant:
 - 1. Brazos County
 - 2. Harris County
 - 3. Montgomery County

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

These proposed agreements provide for the transfer of certain videoconferencing equipment to be purchased by the Travis County Juvenile Probation Department with grant funds from the Texas Juvenile Commission (TJPC) to the juvenile probation departments in Montgomery County, Harris County, and Brazos County and to the TJPC. On May 25, 2011, the Travis County Juvenile Board authorized the transfer of this equipment to each of the named counties as directed by TJPC.

The Travis County Juvenile Probation Department was awarded a Video Conferencing Equipment Grant by the TJPC as evidenced through an Amendment Number Twelve, amending Article III and Article IV of the State Financial Assistance Contract 2010-2011 Biennium between the Travis County Juvenile Board and TJPC. This grant specifies that these funds are to be expended to procure technology infrastructure and equipment to implement video conferencing at the headquarters of the TJPC and at strategic locations across the state. With this equipment Travis County Juvenile Probation Department, Montgomery County Probation Department, Harris County Probation Department, and Brazos County Probation Department can

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

each act as regional training sites for TJPC to provide required training for certified juvenile probation officers.

TJPC has conditioned the Travis County Probation Department's receipt of any video conferencing equipment for the other named counties. The identification of the specific equipment to be purchased and transferred to each county was done at the direction of TJPC. The proposed interlocal agreements provide for the transfer of the ownership of the equipment immediately upon delivery to the various counties from the selected vendor so that Travis County does not retain any burden for the ongoing maintenance of the equipment.

By assisting the Texas Juvenile Probation Commission with this project and fulfilling the grant requirements, the Travis County Probation Department gains video conferencing equipment for the use of accessing staff training and saving on travel costs.

Ø **Contract-Related Information:**

Award Amount: N/A

Contract Type: Interlocal Agreements

Contract Period: Upon execution by Texas Juvenile Probation Commission and until August 31, 2011

Ø **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:

Contract Number IL110212GM: TC Juvenile Probation Department with Texas Juvenile Probation Commission

Contract Number IL110213GM: TC Juvenile Probation Department with Brazos County

Contract Number IL110214GM: TC Juvenile Probation Department with Harris County

Contract Number IL110215GM: TC Juvenile Probation Department with Montgomery County

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

Ø **Funding Information:**

- Purchase Requisition in H.T.E.: 529142 (Brazos County); 529139 (Harris County); 529138 (Montgomery County); 529118 (Travis County)
- Funding Account(s): 23745905938013; 23745905933013
- Comments:

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

INTERLOCAL AGREEMENT BETWEEN
TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT
AND TEXAS JUVENILE PROBATION COMMISSION
FY 2011 TEXAS JUVENILE PROBATION COMMISSION VIDEO CONFERENCING
EQUIPMENT GRANT AWARD

This Agreement is entered into by and between the following parties: Travis County, on behalf of the Travis County Juvenile Probation Department, ("Travis") and the Texas Juvenile Probation Commission ("TJPC") pursuant to the Interagency Cooperation Act, Texas Government Code Chapter 771.

WHEREAS, the Travis County Juvenile Probation Department has been awarded a Video Conferencing Equipment Grant by the Texas Juvenile Probation Commission as evidenced through an Amendment Number Twelve, amending Article III and Article IV of the State Financial Assistance Contract 2010-2011 Biennium in an amount not to exceed \$72,667.00 (hereinafter referred to as the "Grant"); and,

WHEREAS, the Article IV of the Grant specifies that these funds are to be expended to procure technology infrastructure and equipment to implement video conferencing at the headquarters of the Texas Juvenile Probation Commission and at strategic locations across the state; and,

WHEREAS, Article III of the Grant specifies that these funds are to be expended to procure technology infrastructure and equipment for the purpose of implementing video conferencing in Travis County and other designated counties; and,

WHEREAS, Article III of the Grant requires that Travis shall coordinate with the Texas Juvenile Probation Commission on the details of the purchase and the equipment distribution; and,

WHEREAS, the TJPC has conditioned Travis's receipt of any equipment under the Grant upon Travis facilitating purchase of equipment for other sites as designated by the Texas Juvenile Probation Commission; and,

WHEREAS, the TJPC has designated itself to receive certain video conferencing equipment purchased by the Grant.

NOW, THEREFORE, Travis and TJPC agree as follows:

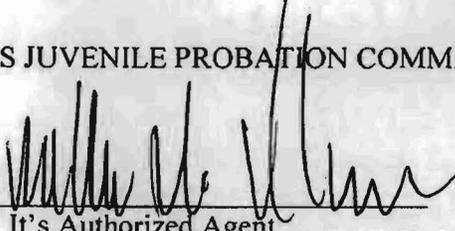
- 1.0 In accordance with the Grant, Travis shall purchase compliant videoconferencing equipment in accordance with equipment specifications detailed in Grant.
- 2.0 Travis shall facilitate purchase and delivery to TJPC of the following equipment that has been identified by the Texas Juvenile Probation Commission ("TJPC"): fourteen (14) Polycom Communicator Speakerphones and fifteen (15) Microsoft Lifecam Cinemas as detailed in Attachment A.

- 3.0 TJPC shall provide Travis with certification of receipt of Equipment transferred by Travis under the Grant.
- 4.0 Effective upon the date of receipt by TJPC, all rights of ownership of the Equipment purchased under this Grant for TJPC shall transfer to TJPC. Ownership rights shall include the transfer of all related warranties affiliated with Equipment.
- 5.0 TJPC shall be solely responsible for the installation, use and maintenance of all Equipment received under this Agreement. TJPC shall contact Data Projections, Inc. directly to address any failed equipment.
- 6.0 This Agreement shall become effective when it has been executed by both parties and shall remain in full force and effect until August 31, 2011.
- 7.0 Travis and TJPC are associated only for the purposes and to the extent set forth herein. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, or to create the relationship of employer-employee or of principal-agent. Neither party to this Agreement will be responsible for the acts or omissions of an employee of the other party except as may be decreed against that party by a final judgment of a court of competent jurisdiction.
- 8.0 It is expressly understood and agreed that neither party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it under the law.
- 9.0 This Agreement is not intended, nor shall it be construed, to confer any benefits, rights or remedies upon any person or entity not a party hereto.

TRAVIS COUNTY

TEXAS JUVENILE PROBATION COMMISSION

By: _____
 Samuel T. Biscoe
 County Judge

By: 
 It's Authorized Agent
 Printed Name: William Monroe
 Title: CFD
 Date: 8/18/11

Date: _____



1500 Metric Blvd. Ste 321 Mark Mazac
 Austin, TX 78758 mmazac@datapredictions.com
 512-420-8856 Main 512-420-9185 Fax

Texas Juvenile Probation Commission
 P.O. Box 13547
 Austin, Texas 78711
 Attn: Cynthia Weisinger
 512-424-6698 office
 512-424-6717 fax
 Cindy.Weisinger@tjpc.state.tx.us
 Polycom Communicator & MS Webcam - Quote
 4/20/2011

Model	Description	Qty	Unit Price	Extended Price
Video Conferencing Equipment				
POL - 2200-44140-001	Polycom Communicator, Model: C100. USB Speakerphone for use with Polycom PVX and supported IP Softphone applications. Grey model. Plain white box. Country Group: 1	1	\$ 122.35	\$ 122.35
MS - H5D-00001	Microsoft H5D-00001 LifeCam Cinema - 720p HD Widescreen, Auto Focus, ClearFrame Technology, Aluminum Body, High-Precision Glass Element Lens	1	\$ 68.95	\$ 68.95
Equipment Total:				\$ 191.30
Shipping				\$ -
				\$ -
				\$ 191.30
				\$ -
				\$ 191.30

****Please Reference - DIR Contract #SDD-844 on all Purchase Orders****

**INTERLOCAL AGREEMENT BETWEEN
TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT
AND BRAZOS COUNTY JUVENILE PROBATION DEPARTMENT
FY 2011 TEXAS JUVENILE PROBATION COMMISSION VIDEO CONFERENCING
EQUIPMENT GRANT AWARD**

This Agreement is entered into by and between the following parties: Travis County, on behalf of the Travis County Juvenile Probation Department, ("Travis") and Brazos County, on behalf of the Brazos County Juvenile Probation Department ("Brazos") pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791.

WHEREAS, the Travis County Juvenile Probation Department has been awarded a Video Conferencing Equipment Grant by the Texas Juvenile Probation Commission as evidenced through an Amendment Number Twelve, amending Article III and Article IV of the State Financial Assistance Contract 2010-2011 Biennium in an amount not to exceed \$72,667.00 (hereinafter referred to as the "Grant"); and,

WHEREAS, the Article IV of the Grant specifies that these funds are to be expended to procure technology infrastructure and equipment to implement video conferencing at the headquarters of the Texas Juvenile Probation Commission ("TJPC") and at strategic locations across the state; and,

WHEREAS, Article III of the Grant specifies that these funds are to be expended to procure technology infrastructure and equipment for the purpose of implementing video conferencing in Travis County and other designated counties; and,

WHEREAS, Article III of the Grant requires that Travis shall coordinate with the Texas Juvenile Probation Commission on the details of the purchase and the equipment distribution; and,

WHEREAS, the TJPC has conditioned Travis's receipt of any equipment under the Grant upon Travis facilitating purchase of equipment for other sites as designated by the TJPC; and,

WHEREAS, the TJPC has designated Brazos as a site for equipment distribution of video conferencing equipment purchased by the Grant.

NOW, THEREFORE, Travis and Brazos agree as follows:

- 1.0 In accordance with the Grant, Travis shall purchase compliant videoconferencing equipment in accordance with equipment specifications detailed in Grant.
- 2.0 Travis shall facilitate purchase and delivery to Brazos of equipment that is identified by the Texas Juvenile Probation Commission ("TJPC") for distribution to Brazos directly from the vendor, Data Projections, Inc.
- 3.0 The video conferencing equipment ("Equipment") designated for Brazos by TJPC is detailed in Attachment A of this Agreement.

- 4.0 Brazos shall provide Travis with certification of receipt of Equipment transferred by Travis under the Grant.
- 5.0 Effective upon the date of receipt by Brazos, all rights of ownership of the Equipment purchased under this Grant for Brazos as designated by the TJPC shall transfer to Brazos. Ownership rights shall include the transfer of all related warranties and the three (3) year service agreement with Data Projections, Inc. affiliated with Equipment.
- 6.0 Brazos shall be solely responsible for the installation, use and maintenance of all Equipment received under this Agreement. Brazos shall contact Data Projections, Inc. directly to address any failed equipment.
- 7.0 In accepting transfer of Equipment, Brazos accepts designation as a Regional Training Host Site by TJPC and agrees to comply with Regional Host Site requirements imposed and monitored by TJPC.
- 8.0 This Agreement shall become effective when it has been executed by both parties and shall remain in full force and effect until August 31, 2011.
- 9.0 Travis and Brazos are associated only for the purposes and to the extent set forth herein. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, or to create the relationship of employer-employee or of principal-agent or of grantor - grantee. Neither party to this Agreement will be responsible for the acts or omissions of an employee of the other party except as may be decreed against that party by a final judgment of a court of competent jurisdiction.
- 10.0 It is expressly understood and agreed that neither party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it under the law.
- 11.0 This Agreement is not intended, nor shall it be construed, to confer any benefits, rights or remedies upon any person or entity not a party hereto.

TRAVIS COUNTY

By: _____
 Samuel T. Biscoe
 County Judge

Date: _____

By: Estela P. Medina
 Estela P. Medina
 Chief Juvenile Probation Officer

Date: 8/9/11

BRAZOS COUNTY

By: [Signature]
 Duane Peters
 County Judge

Date: 7-5-11

By: [Signature]
 Doug Vance
 Chief Juvenile Probation Officer

Date: 6-28-2011



1500 Metric Blvd. Ste 321 Mark Mazac
 Austin, TX 78758 mmazac@dataprojections.com
 512-420-9856 Main 512-420-9185 Fax

Texas Juvenile Probation Commission
 P.O. Box 13547
 Austin, Texas 78711
 Attn: Cynthia Weisinger
 612 424 6608 office
 512-424-6717 fax
 Cindy.Weisinger@tjpc.state.tx.us
 Polycom HDX6000 Integrated System - Quote Rev1
 4/7/2011

Model	Description	Qty	Unit Price	Extended Price
Video Conferencing Equipment				
POL - 7200-29025-001	HDX 6000 HD codec, EagleEye HD with 3m cable, HDX microphone with 25' cable, English Remote, Cable bundle (6' HDMI, 12' LAN), 10' NA power cord, P+C, PPCIP, Cnty=6, 54 (Maintenance Contract Required)	1	\$ 4,693.59	\$ 4,693.59
POL -4870-00584-138	Premier 24x7, Three Year, HDX 6000 series	1	\$ 1,770.00	\$ 1,770.00
POL - 4870-00584-002	Onsite installation service, HDX 6000 series (See Video Endpoint Installation Service Description for important wall mount information. Customer is responsible for securing any wall mount brackets to facility walls)	1	\$ 1,195.00	\$ 1,195.00
POL - 2583-26914-001	Polycom Media Cart for 1 x 37"-60" flat panel w/std VESA mnt, 3-shelves, 5" casters, adjustable monitor height, locking translucent front door, secure back panel, integrated cable mgnt. Order camera mnt, dual display mounts, rack mount separately	1	\$ 1,348.13	\$ 1,348.13
POL - 2583-62562-001	VBP 4350-E3 Firewall/ NAT traversal unit for Sm to Md. enterprises 4 port 10/100 Ethernet switch, integrated T1 CSU/DSU WAN interface or 1x10/100 Ethernet WAN interface with capacity of 3meg of traffic-Select the power cord (Maintenance Contract Required)	1	\$ 1,564.48	\$ 1,564.48
POL - 4870-00116-306	Total Coverage Premier, Three Year, VBP 4300 series. Includes next day parts, 24x7 test sites, software upgrades and updates, unlimited training.	1	\$ 620.00	\$ 620.00
NEC - E551	E551 - 55" LCD Public Display Monitor w/built in ATSC tuner, 1920x1080 (FHD) native resolution, 120Hz refresh, Full AV function, Built in speakers, Tabletop stand included, 2 Year Warranty, with VUKUNET free content management software (CMS)	1	\$ 1,396.39	\$ 1,396.39
POL - 2215-24143-001	EagleEye HD, EagleEye View and EagleEye QDX Camera wall/panel/shelf mounting bracket	1	\$ 131.64	\$ 131.64
POL - 1456-10445-001	Power Cord: North America	1	\$ 8.98	\$ 8.98
POL - 4870-00116-007	Implementation Service for VBP 4300 Series (See published Service Description for complete scope)	1	\$ 2,095.00	\$ 2,095.00
Cabling, Connectors & Hardware				
DPI Materials	All Installation Misc. Cabling, Connectors, & Misc. Materials	LOT	\$	\$ 125.00
Equipment Total:			\$	\$ 14,948.21

Shipping

\$

Services:

Project Mgmt

Project Mgt & Customer / Field Coordination

\$

1,150.00

Services Total:

\$

1,150.00

Sub Total \$

16,098.21

Sales Tax \$

.

****Please Reference - DIR Contract #SDD-844 on
all Purchase Orders****

Project Total \$

16,098.21

**INTERLOCAL AGREEMENT BETWEEN
TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT
AND HARRIS COUNTY JUVENILE PROBATION DEPARTMENT
FY 2011 TEXAS JUVENILE PROBATION COMMISSION VIDEO CONFERENCING
EQUIPMENT GRANT AWARD**

This Agreement is entered into by and between the following parties: Travis County, on behalf of the Travis County Juvenile Probation Department, ("Travis") and Harris County, on behalf of the Harris County Juvenile Probation Department ("Harris") pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791.

WHEREAS, the Travis County Juvenile Probation Department has been awarded a Video Conferencing Equipment Grant by the Texas Juvenile Probation Commission as evidenced through an Amendment Number Twelve, amending Article III and Article IV of the State Financial Assistance Contract 2010-2011 Biennium in an amount not to exceed \$72,667.00 (hereinafter referred to as the "Grant"); and,

WHEREAS, the Article IV of the Grant specifies that these funds are to be expended to procure technology infrastructure and equipment to implement video conferencing at the headquarters of the Texas Juvenile Probation Commission ("TJPC") and at strategic locations across the state; and,

WHEREAS, Article III of the Grant specifies that these funds are to be expended to procure technology infrastructure and equipment for the purpose of implementing video conferencing in Travis County and other designated counties; and,

WHEREAS, Article III of the Grant requires that Travis shall coordinate with the Texas Juvenile Probation Commission on the details of the purchase and the equipment distribution; and,

WHEREAS, the TJPC has conditioned Travis's receipt of any equipment under the Grant upon Travis facilitating purchase of equipment for other sites as designated by the TJPC; and,

WHEREAS, the TJPC has designated Harris as a site for equipment distribution of video conferencing equipment purchased by the Grant.

NOW, THEREFORE, Travis and Harris agree as follows:

- 1.0 In accordance with the Grant, Travis shall purchase compliant videoconferencing equipment in accordance with equipment specifications detailed in Grant.
- 2.0 Travis shall facilitate purchase and delivery to Harris of equipment that is identified by the Texas Juvenile Probation Commission ("TJPC") for distribution to Harris directly from the vendor, Data Projections, Inc.
- 3.0 The video conferencing equipment ("Equipment") designated for Harris by TJPC is detailed in Attachment A of this Agreement.

- 4.0 Harris shall provide Travis with certification of receipt of Equipment transferred by Travis under the Grant.
- 5.0 Effective upon the date of receipt by Harris, all rights of ownership of the Equipment purchased under this Grant for Harris as designated by the TJPC shall transfer to Harris. Ownership rights shall include the transfer of all related warranties and the three (3) year service agreement with Data Projections, Inc. affiliated with Equipment.
- 6.0 Harris shall be solely responsible for the installation, use and maintenance of all Equipment received under this Agreement. Harris shall contact Data Projections, Inc. directly to address any failed equipment.
- 7.0 In accepting transfer of Equipment, Harris accepts designation as a Regional Training Host Site by TJPC and agrees to comply with Regional Host Site requirements imposed and monitored by TJPC.
- 8.0 This Agreement shall become effective when it has been executed by both parties and shall remain in full force and effect until August 31, 2011.
- 9.0 Travis and Harris are associated only for the purposes and to the extent set forth herein. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, or to create the relationship of employer-employee or of principal-agent or of grantor - grantee. Neither party to this Agreement will be responsible for the acts or omissions of an employee of the other party except as may be decreed against that party by a final judgment of a court of competent jurisdiction.
- 10.0 It is expressly understood and agreed that neither party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it under the law.
- 11.0 This Agreement is not intended, nor shall it be construed, to confer any benefits, rights or remedies upon any person or entity not a party hereto.

TRAVIS COUNTY

HARRIS COUNTY

By: _____
Samuel T. Biscoe
County Judge

By: Ed Emmett
Ed Emmett
County Judge

Date: _____

Date: JUL 12 2011

By: Estela P. Medina
Estela P. Medina
Chief Juvenile Probation Officer

By: Tom Brooks
Tom Brooks
Chief Juvenile Probation Officer

Date: 8/9/11

Date: _____



1500 Metric Blvd. Ste 321 Mark Mazac
 Austin, TX 78758 mmazac@dataprotections.com
 512-420-8858 Main 512-420-9185 Fax

Texas Juvenile Probation Commission
 P.O. Box 13547
 Austin, Texas 78711
 Attn: Cynthia Weisinger
 512-424-6698 office
 512-424-6717 fax
 Cindy.Weisinger@tjpc.state.tx.us
 Polycom HDX6000 Integrated System - Quote Rev1
 4/7/2011

Model	Description	Qty	Unit Price	Extended Price
Video Conferencing Equipment				
POL - 7200-29025-001	HDX 6000 HD codec, EagleEye HD with 3m cable, HDX microphone with 25' cable, English Remote, Cable bundle (6' HDMI, 12' LAN), 10' NA power cord, P+C, PPCIP, Crty=6, 54 (Maintenance Contract Required)	1	\$ 4,693.59	\$ 4,693.59
POL -4870-00584-136	Premier 24x7, Three Year, HDX 6000 series	1	\$ 1,770.00	\$ 1,770.00
POL - 4870-00584-002	Onsite Installation service, HDX 6000 series (See Video Endpoint Installation Service Description for important wall mount information. Customer is responsible for securing any wall mount brackets to facility walls)	1	\$ 1,195.00	\$ 1,195.00
POL - 2583-26914-001	Polycom Media Cart for 1 x 37"-60" flat panel w/std VESA mnt, 3-shelves, 5" casters, adjustable monitor height, locking translucent front door, secure back panel, integrated cable mgnt. Order camera mnt, dual display mounts, rack mount separately	1	\$ 1,348.13	\$ 1,348.13
POL - 2583-62562-001	VBP 4350-E3 Firewall/ NAT traversal unit for Sm to Md. enterprises 4 port 10/100 Ethernet switch, integrated T1 CSU/DSU WAN interface or 1x10/100 Ethernet WAN interface with capacity of 3meg of traffic-Select the power cord (Maintenance Contract Required)	1	\$ 1,564.48	\$ 1,564.48
POL - 4870-00116-306	Total Coverage Premier, Three Year, VBP 4300 series. Includes next day parts, 24x7 test sites, software upgrades and updates, unlimited training.	1	\$ 620.00	\$ 620.00
NEC - E551	E551 - 65" LCD Public Display Monitor w/built in ATSC tuner, 1920x1080 (FHD) native resolution, 120Hz refresh, Full AV function, Built in speakers, Tabletop stand included, 2 Year Warranty., with VUKUNET free content management software (CMS)	1	\$ 1,396.39	\$ 1,396.39
POL - 2215-24143-001	EagleEye HD, EagleEye View and EagleEye QDX Camera wall/panel/shelf mounting bracket	1	\$ 131.64	\$ 131.64
POL - 1456-10445-001	Power Cord: North America	1	\$ 8.98	\$ 8.98
POL - 4870-00116-007	Implementation Service for VBP 4300 Series (See published Service Description for complete scope)	1	\$ 2,095.00	\$ 2,095.00
Cabling, Connectors & Hardware				
DPI Materials	All Installation Misc. Cabling, Connectors, & Misc. Materials	LOT	\$	\$ 125.00
Equipment Total:			\$	14,948.21

Shipping		\$	-
Services:			
Project Mgmt	Project Mgt & Customer / Field Coordination	\$	1,150.00
Services Total:		\$	1,150.00
		Sub Total	\$ 16,098.21
		Sales Tax	\$ -
	Please Reference - DIR Contract #SDD-844 on all Purchase Orders		
		Project Total	\$ 16,098.21

THE STATE OF TEXAS §

COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on JUL 12 2011 with the following members present:

Ed Emmett	County Judge
El Franco Lee	Commissioner, Precinct No. 1
Jack Morman	Commissioner, Precinct No. 2
Steve Radack	Commissioner, Precinct No. 3
Jerry Eversole	Commissioner, Precinct No. 4

and the following members absent: NONE constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING THE INTERLOCAL CONTRACT BETWEEN HARRIS COUNTY AND TRAVIS COUNTY FOR FY2011 TJPC VIDEO CONFERENCING EQUIPMENT GRANT AWARD TO HCJPD

Commissioner MORMAN introduced an order and moved that Commissioners Court adopt the order. Commissioner LEE seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Emmett	[X]	[]	[]
Comm. Lee	[X]	[]	[]
Comm. Morman	[X]	[]	[]
Comm. Radack	[X]	[]	[]
Comm. Eversole	[X]	[]	[]

The meeting chair announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that the County Judge is authorized to execute the attached Agreement between Harris County and Travis County for **FY2011 TJPC Video Conferencing Equipment Grant Award to HCJPD**. The attached Agreement may be executed with an electronic or facsimile signature. The Harris County Juvenile Probation Department is authorized to do any and all things necessary or convenient to accomplish the purpose of this Order. The Texas Juvenile Probation Commission has designated Harris County JPD as a site for equipment distribution of video conferencing equipment purchased by State Financial Assistance Contract funds given through the Travis County Juvenile Probation Department.

Presented to Commissioner's Court

JUL 12 2011

APPROVE MIL

Recorded Vol _____ Page _____

**INTERLOCAL AGREEMENT BETWEEN
TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT
AND MONTGOMERY COUNTY JUVENILE PROBATION DEPARTMENT
FY 2011 TEXAS JUVENILE PROBATION COMMISSION VIDEO CONFERENCING
EQUIPMENT GRANT AWARD**

This Agreement is entered into by and between the following parties: Travis County, on behalf of the Travis County Juvenile Probation Department, ("Travis") and Montgomery County Juvenile Board on behalf of the Montgomery County Juvenile Probation Department ("Montgomery") pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791.

WHEREAS, the Travis County Juvenile Probation Department has been awarded a Video Conferencing Equipment Grant by the Texas Juvenile Probation Commission as evidenced through an Amendment Number Twelve, amending Article III and Article IV of the State Financial Assistance Contract 2010-2011 Biennium in an amount not to exceed \$72,667.00 (hereinafter referred to as the "Grant"); and,

WHEREAS, the Article IV of the Grant specifies that these funds are to be expended to procure technology infrastructure and equipment to implement video conferencing at the headquarters of the Texas Juvenile Probation Commission ("TJPC") and at strategic locations across the state; and,

WHEREAS, Article III of the Grant specifies that these funds are to be expended to procure technology infrastructure and equipment for the purpose of implementing video conferencing in Travis County and other designated counties; and,

WHEREAS, Article III of the Grant requires that Travis shall coordinate with the Texas Juvenile Probation Commission on the details of the purchase and the equipment distribution; and,

WHEREAS, the TJPC has conditioned Travis's receipt of any equipment under the Grant upon Travis facilitating purchase of equipment for other sites as designated by the TJPC; and,

WHEREAS, the TJPC has designated Montgomery as a site for equipment distribution of video conferencing equipment purchased by the Grant.

NOW, THEREFORE, Travis and Montgomery agree as follows:

- 1.0 In accordance with the Grant, Travis shall purchase compliant videoconferencing equipment in accordance with equipment specifications detailed in Grant.
- 2.0 Travis shall facilitate purchase and delivery to Montgomery of equipment that is identified by the Texas Juvenile Probation Commission ("TJPC") for distribution to Montgomery directly from the vendor, Data Projections, Inc.
- 3.0 The video conferencing equipment ("Equipment") designated for Montgomery by TJPC is detailed in Attachment A of this Agreement.

- 4.0 Montgomery shall provide Travis with certification of receipt of Equipment transferred by Travis under the Grant.
- 5.0 Effective upon the date of receipt by Montgomery, all rights of ownership of the Equipment purchased under this Grant for Montgomery as designated by the TJPC shall transfer to Montgomery. Ownership rights shall include the transfer of all related warranties and the three (3) year service agreement with Data Projections, Inc. affiliated with Equipment.
- 6.0 Montgomery shall be solely responsible for the installation, use and maintenance of all Equipment received under this Agreement. Montgomery shall contact Data Projections, Inc. directly to address any failed equipment.
- 7.0 In accepting transfer of Equipment, Montgomery accepts designation as a Regional Training Host Site by TJPC and agrees to comply with Regional Host Site requirements imposed and monitored by TJPC.
- 8.0 This Agreement shall become effective when it has been executed by both parties and shall remain in full force and effect until August 31, 2011.
- 9.0 Travis and Montgomery are associated only for the purposes and to the extent set forth herein. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, or to create the relationship of employer-employee or of principal-agent or of grantor - grantee. Neither party to this Agreement will be responsible for the acts or omissions of an employee of the other party except as may be decreed against that party by a final judgment of a court of competent jurisdiction.
- 10.0 It is expressly understood and agreed that neither party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it under the law.
- 11.0 This Agreement is not intended, nor shall it be construed, to confer any benefits, rights or remedies upon any person or entity not a party hereto.

TRAVIS COUNTY

MONTGOMERY COUNTY JUVENILE BOARD

By: _____
 Samuel T. Biscoe
 County Judge

By: Mary Ann Turner
 Judge Mary Ann Turner
 Juvenile Board Chair

Date: _____

Date: 6/3/11

By: Estela P. Medina
 Estela P. Medina
 Chief Juvenile Probation Officer

By: Ron Leach
 Ron Leach
 Chief Juvenile Probation Officer

Date: 8/9/11

Date: 6/3/11



1500 Metric Blvd. Ste 321 Mark Mazac
 Austin, TX 78758 mmazac@dataprojections.com
 512-420-8856 Main 512-420-9185 Fax

Texas Juvenile Probation Commission
 P.O. Box 13547
 Austin, Texas 78711
 Attn: Cynthia Weisinger
 512-424-6698 office
 512-424-6717 fax
 Cindy.Weisinger@tjpc.state.tx.us
 Polycom HDX7000 Integrated System - Quote Rev1
 4/7/2011

Model	Description	Qty	Unit Price	Extended Price
Video Conferencing Equipment				
POL - 7200-23130-001	HDX 7000 HD codec, EagleEye HD with 3m cable, HDX microphone with 25' cable, English Remote, Cable bundle (6' HDMI, 12' LAN), 10' NA power cord, P+C, PPCIP, Cnty=6, 54 (Maintenance Contract Required)	1	\$ 7,823.18	\$ 7,823.18
POL -4870-00408-136	Premier 24x7, Three Year, HDX 7000 series	1	\$ 2,535.00	\$ 2,535.00
POL - 4870-00408-002	Onsite installation service, HDX 7000 series (See Video Endpoint Installation Service Description for important wall mount information. Customer is responsible for securing any wall mount brackets to facility walls)	1	\$ 1,195.00	\$ 1,195.00
POL - 2583-26914-001	Polycom Media Cart for 1 x 37"-60" flat panel w/std VESA mnt, 3-shelves, 5" casters, adjustable monitor height, locking translucent front door, secure back panel, integrated cable mgnt. Order camera mnt, dual display mounts, rack mount separately	1	\$ 1,348.13	\$ 1,348.13
POL - 2583-62562-001	VBP 4350-E3 Firewall/ NAT traversal unit for Sm to Md enterprises 4 port 10/100 Ethernet switch, integrated T1 CSU/DSU WAN interface or 1x10/100 Ethernet WAN interface with capacity of 3meg of traffic- Select the power cord (Maintenance Contract Required)	1	\$ 1,564.48	\$ 1,564.48
POL - 4870-00116-306	Total Coverage Premier, Three Year, VBP 4300 series. Includes next day parts, 24x7 test sites, software upgrades and updates, unlimited training.	1	\$ 620.00	\$ 620.00
NEC - E551	E551 - 55" LCD Public Display Monitor w/built in ATSC tuner, 1920x1080 (FHD) native resolution, 120Hz refresh, Full AV function, Built in speakers, Tabletop stand included, 2 Year Warranty, with VUKUNET free content management software (CMS)	1	\$ 1,396.39	\$ 1,396.39
POL - 2215-24143-001	EagleEye HD, EagleEye View and EagleEye QDX Camera wall/panel/shelf mounting bracket	1	\$ 131.64	\$ 131.64
POL - 1456-10445-001	Power Cord North America	1	\$ 8.98	\$ 8.98
POL - 4870-00116-007	Implementation Service for VBP 4300 Series (See published Service Description for complete scope)	1	\$ 2,095.00	\$ 2,095.00
Cabling, Connectors & Hardware				
DPI Materials	All Installation Misc. Cabling, Connectors, & Misc. Materials	LOT	\$	\$ 125.00
Equipment Total:			\$	\$ 18,842.80

Shipping		\$	-
Services:			
Project Mgmt	Project Mgt & Customer / Field Coordination	\$	1,150.00
Services Total:		\$	1,150.00
		Sub Total	\$ 19,992.80
		Sales Tax	\$ -
	Please Reference - DIR Contract #SDD-844 on all Purchase Orders		
		Project Total	\$ 19,992.80

TRAVIS COUNTY
AUDITOR'S OFFICE

SUSAN A. SPATARO, CPA, CMA
COUNTY AUDITOR



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

COUNTY AUDITOR VERIFICATION FORM

CONTRACTOR:

Texas Juvenile Probation Commission

TYPE OF GOODS/SERVICE:

Facilitate Equipment Purchase

FUNDS VERIFIED:

1) Requisition number _____ processed through the
Purchasing system to pre-encumber funds.

2) Amount pre-encumbered: \$ _____

**FUNDS NOT VERIFIED;
CONTRACT NOT BINDING:**

Contract did not specify a total contract amount.

Goods/services to be provided on an "as needed basis" to be
invoiced in accordance with contracted unit price. Total amount
contracted not specified in contract.

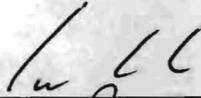
To facilitate transfer of equipment purchased under separate
contract.

CONTRACT #: IL110212GM

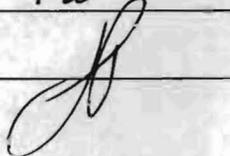
LINE ITEM VERIFIED: N/A

YES

NO

Reviewed by: 

Date: 6/23/11

Approved by: 

Date: 6/28/11

RECEIVED
TRAVIS COUNTY
2011 JUL - 1 PM 2:16
PURCHASING
OFFICE

TRAVIS COUNTY
AUDITOR'S OFFICE

SUSAN A. SPATARO, CPA, CMA
COUNTY AUDITOR



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

COUNTY AUDITOR VERIFICATION FORM

RECEIVED
TRAVIS COUNTY
2011 JUL -1 PM 2:16
PURCHASING
OFFICE

CONTRACTOR:

Brazos County

TYPE OF GOODS/SERVICE:

Facilitate Equipment Purchase

FUNDS VERIFIED:

1) Requisition number _____ processed through the
Purchasing system to pre-encumber funds.

2) Amount pre-encumbered: \$ _____

**FUNDS NOT VERIFIED;
CONTRACT NOT BINDING:**

Contract did not specify a total contract amount.

Goods/services to be provided on an "as needed basis" to be
invoiced in accordance with contracted unit price. Total amount
contracted not specified in contract.

To facilitate transfer of equipment purchased under separate
contract.

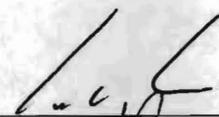
CONTRACT #: IL110213GM

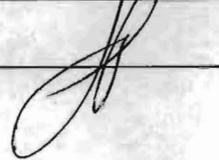
LINE ITEM VERIFIED: N/A

YES

NO

Reviewed by:





Date: 6/23/11

Approved by:

Date: 6/28/11

TRAVIS COUNTY
AUDITOR'S OFFICE

SUSAN A. SPATARO, CPA, CMA
COUNTY AUDITOR



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

RECEIVED
TRAVIS COUNTY
2011 JUL - 1 PM 2:16
PURCHASING
OFFICE

COUNTY AUDITOR VERIFICATION FORM

CONTRACTOR: Harris County

TYPE OF GOODS/SERVICE: Facilitate Equipment Purchase

FUNDS VERIFIED:

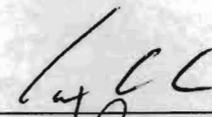
- 1) Requisition number _____ processed through the Purchasing system to pre-encumber funds.
- 2) Amount pre-encumbered: \$ _____

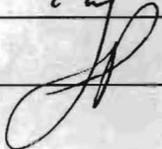
**FUNDS NOT VERIFIED;
CONTRACT NOT BINDING:**

- Contract did not specify a total contract amount.
- Goods/services to be provided on an "as needed basis" to be invoiced in accordance with contracted unit price. Total amount contracted not specified in contract.
- To facilitate transfer of equipment purchased under separate contract.

CONTRACT #: IL110214GM
LINE ITEM VERIFIED: N/A

YES
 NO

Reviewed by: 

Approved by: 

Date: 6/23/11
Date: 6/28/11

TRAVIS COUNTY
AUDITOR'S OFFICE

SUSAN A. SPATARO, CPA, CMA
COUNTY AUDITOR



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

RECEIVED
TRAVIS COUNTY
2011 JUL -1 PM 2:17
PURCHASING
OFFICE

COUNTY AUDITOR VERIFICATION FORM

CONTRACTOR: Montgomery County
TYPE OF GOODS/SERVICE: Facilitate Equipment Purchase

FUNDS VERIFIED:

- 1) Requisition number _____ processed through the Purchasing system to pre-encumber funds.
- 2) Amount pre-encumbered: \$ _____

**FUNDS NOT VERIFIED;
CONTRACT NOT BINDING:**

- Contract did not specify a total contract amount.
- Goods/services to be provided on an "as needed basis" to be invoiced in accordance with contracted unit price. Total amount contracted not specified in contract.
- To facilitate transfer of equipment purchased under separate contract.

CONTRACT #: IL110215GM
LINE ITEM VERIFIED: N/A

YES
 NO

Reviewed by: _____
Approved by: _____

Date: 6/23/11
Date: 6/28/11

PURCHASE REQUISITION NBR: 0000529118

REQUISITION BY: ROLAND BOYER 854-5531

STATUS: ALL ITEMS ON ORDER
REASON: ROUTINE

DATE: 4/21/11

SHIP TO LOCATION: GARDNER-BETTS JUVEN JUSTI

SUGGESTED VENDOR: 66391 DATA PROJECTIONS INC

DELIVER BY DATE: 4/21/11

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	CONFSYS,HDX 6000 HD BASEDPOLYCOM COMMODITY: TELEVISION EQUIPMENT SUBCOMMOD: TELECONFERENCE SYSTEMS INVENTORY BUILDING: GB STOCK NO: 840-056-00005	1.00	EA	13708.2100	13708.21	
2	MAINT,POLYCOM 24X7 3YRS HDX 6000 COMMODITY: EQUIP MAINT/RPR - OFFICE SUBCOMMOD: MAINTENANCE AGREEMENTS INVENTORY BUILDING: GB STOCK NO: 939-053-00172	1.00	EA	1770.0000	1770.00	POL-4870-00584-136
3	MAINT,VBP 4300 3 YR TOTAL COVERAGE POLYCOM Polycom VBP 4300 Series Total Coverage Premier 3 Year. Includes: Next day parts, 24X7 Test Sites, Software upgrades & updates, Unlimited training DATA PROJECTION QUOTE DATED 4/07/2011 CONTRACT#DIR-SDD-844 ALL DELIVERY, INSTALLATION AND TRAVEL EXPENSES ARE INCLUDED IN THE TOTAL PRICE COMMODITY: EQUIP MAINT/RPR - OFFICE SUBCOMMOD: MAINTENANCE AGREEMENTS INVENTORY BUILDING: GB STOCK NO: 939-053-00173	1.00	EA	620.0000	620.00	POL-4870-00116-306

REQUISITION TOTAL: 16098.21

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	23745905938013 CAPITAL EQUIPMENT	M11237	100.00	13708.21
2	23745905935001 EDUCATN/COMMUNICATNS EQMT REPR & MTNC-SERVCS PURCHD MAINTENANCE AGREEMENTS	M11237 TJPC FY2011 Federal	100.00	1770.00
3	23745905935001 REPR & MTNC-SERVCS PURCHD MAINTENANCE AGREEMENTS	M11237 TJPC FY2011 Federal	100.00	620.00
				16098.21

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

RYAN REED EX-47052

PURCHASE REQUISITION NBR: 0000529138

REQUISITION BY: ROLAND BOYER 854-5531

STATUS: READY FOR BUYER PROCESS
REASON: DELIVERY TO CONROE TX

DATE: 4/21/11

SHIP TO LOCATION: GARDNER-BETTS JUVEN JUSTI SUGGESTED VENDOR: 66391 DATA PROJECTIONS INC

DELIVER BY DATE: 4/21/11

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	HDX700 INTEGRATED PACKAGE (INCLUDES CODEC, CABLES, MOBILE CART WITH CABINET, VBP, ON-SITE INSTALLATION OF SYSTEM, PROJECT MANAGEMENT, AND MISC. CABLES & MOUNTING HW) INCLUDES 3YR MAINTENANCE AGREEMENT*****NOTE TO VENDOR***** SHIPPING TO: MONTGOMERY COUNTY JUVENILE PROBATION DEPT. ATTN: HEATHER SUTTON 2247 NORTH FIRST STREET CONROE, TX 77301 (***) HOLD SHIPPING UNTIL NOTIFIED BY TRAVIS CO JUV.**** COMMODITY: TELEVISION EQUIPMENT SUBCOMMOD: TELECONFERENCE SYSTEMS	1.00	EA	19992.8000	19992.80	DPI-POL-HDX7
2	E551-55" LCD PUBLIC DISPLAY MONITOR W/BUILT IN ATSC TUNER, 1920X1080 (FHD) NAATIVE RESOLUTION, 120HZ REFREAH, FULL AV FUNCTION, BUILT IN SPEAKERS, TABLETOP STAND INCLUDED, 2 YEAR WARRNATY, WITH VUKUNET FREE CONTENT MANAGEMENT SOFTWARE (CMS) COMMODITY: TELEVISION EQUIPMENT SUBCOMMOD: TELEVISION RECEIVERS/WIDE	1396.39	DOL	1.0000	1396.39	NEC-E551

REQUISITION TOTAL: 21389.19

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	23745905938013	M11237 EDUCATN/COMMUNICATNS EQMT TJPC FY2011 Federal	100.00	19992.80
2	23745905933013	M11237 OPER SUPP, REPR PRTS, & EQ EDUC, COMMUNCATN, EQ & SUPP TJPC FY2011 Federal	100.00	1396.39
				21389.19

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

RAYAN REED EX-47052 SHIPPING TO: MONTGOMERY JPD
ATTN: HEATHER SUTTON 2247 NORTH FIRST STREET
CONROE, TX 77301
RETURNING TO ADJUST LINE ITEMS

PURCHASE REQUISITION NBR: 0000529139

REQUISITION BY: ROLAND BOYER 854-5531

STATUS: READY FOR BUYER PROCESS
REASON: DELIVERY TO HOUSTON TX

DATE: 4/21/11

SHIP TO LOCATION: GARDNER-BETTS JUVEN JUSTI

SUGGESTED VENDOR: 66391 DATA PROJECTIONS INC

DELIVER BY DATE: 4/22/11

1 HDX6000 INTEGRATED PACKAGE (INCLUDES CODEC, 1.00 EA 16098.2100 16098.21 DPI-POL-HDX6
 CABLES,MOBILE CART WITH CABINET,VBP, ON-SITE INSTA
 LLATION OF SYSTEM, PROJECT MANAGEMENT,AND MISC. CA
 BLES & MOUNTING HW,) INCLUDES 3YR MAINTENANCE AGRE
 EMENT***** NOTED TO VENDOR*****
 SHIP TO: HARRIS CO. JUVENILE PROBATION DEPT.
 ATTN: IZER BILLINGS 1ST FLOOR ROOM 1109
 1200 CONGRESS HOUSTON, TX 77002 (***** HOLD
 SHIPPING UNTIL NOTIFIED BY TRAVIS CO. JPD ***)
 COMMODITY: TELEVISION EQUIPMENT
 SUBCOMMOD: TELECONFERENCE SYSTEMS

REQUISITION TOTAL: 16098.21

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	23745905938013	M11237	100.00	16098.21
	CAPITAL EQUIPMENT	TJPC FY2011 Federal		
	EDUCATN/COMMUNICATNS EQMT			16098.21

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

RYAN REED EX-74052 SHIPPING TO: HARRIS CO. JPD
 ATTN: IZER BILLINGS 1ST FLOOR, ROOM 1109
 1200 CONGRESS HOUSTON, TX 77002
 RETURNING FOR LINE ITEM ADJUSTMENT

PURCHASE REQUISITION NBR: 0000529142

STATUS: READY FOR BUYER PROCESS
 REASON: DELIVERY TO BRYAN, TX

REQUISITION BY: ROLAND BOYER 854-5531

DATE: 4/21/11

SHIP TO LOCATION: GARDNER-BETTS JUVEN JUSTI SUGGESTED VENDOR: 66391 DATA PROJECTIONS INC

DELIVER BY DATE: 4/21/11

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	HDX6000 INTEGREATED PACKAGE (INCLUDES CODEC, CABLES, MOBILE CART WITH CABINET, VBP, ON-SITE INSTALLATION OF SYSTEM, PROJECT MANAGEMENT, AND MISC. CABLES & MOUNTING HW) ALSO INCLUDES PREMIER 3YR MAIN TENANCE *****NOTE TO VENDOR***** SHIP TO: BRAZOS COUNTY JUVENILE PROBATION DEPT. ATTN: BILLY MELZOW 1904 W.SH 21 BRYAN, TX 77803 (**** HOLD SHIPPING UNTIL NOTIFIED BY TRAVIS CO. JPD ***) COMMODITY: TELEVISION EQUIPMENT SUBCOMMOD: TELECONFERENCE SYSTEMS	1.00	EA	16098.2100	16098.21	DPI-POL-HDX6
REQUISITION TOTAL:					16098.21	

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	23745905938013 CAPITAL EQUIPMENT EDUCATN/COMMUNICATNS EQMT	M11237 TJPC FY2011 Federal	100.00	16098.21
				16098.21

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

RYAN REED EX-47052
 SHIPPING TO BRAGOX COUNTY JPD ATTN: BILLY METZOW
 1904 W. SH21 BRYAN, TX 77803



Travis County Commissioners Court Agenda Request

Meeting Date: August 23, 2011

Prepared By/Phone Number: Elizabeth Corey (854-9853); Bonnie Floyd

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve twelve-month extension (Modification No. 9) to Contract No. 03T00288OJ, Appriss, Inc., for the Texas VINE Services Agreement.

- Ø **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.
- Ø The contract provides crime victim notification services to the citizens and residents of Travis County. The program is called Victim Information & Notification Everyday (VINE).

This modification will extend the contract for an additional twelve (12) months, from September 1, 2011 through August 31, 2012, and is for the maintenance renewal agreement for the Victim Notification Services for Travis County provided by Appriss, Inc. The Office of the Attorney General (OAG) is currently working on the renewal contract between their office and Travis County. The twelve month extension to the contract between the County and Appriss, Inc. will be contingent upon the approval of the contract renewal between the OAG and Travis County and the OAG funding. The OAG will provide the funding to Travis County for the services under this agreement (as well as to other Texas counties). Appriss, Inc. is billing a total maintenance amount of \$26,333.00 for the twelve month period, which is the same as last year.

Modification No. 8 extended the contract period for an additional twelve months, through August 31, 2011. It was approved by the Commissioners Court on August 24, 2010.

Modification No. 7 incorporated additional services to be provided by Appriss, Inc. for the implementation and operation of a portion of the

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

statewide crime victim notification services for the Travis County District and County Courts. Appriss, Inc. and ITS then programmed the Courts to VINE interface. The OAG provided the funding to Travis County for the services under this agreement. The cost of the implementation was not to exceed \$22,972.00. The modification was approved by the Commissioners Court on February 23, 2010.

Modification No. 6 extended the contract period for an additional twelve months, through August 31, 2010. It was approved by the Commissioners Court on August 25, 2009.

Modification No. 5 was previously issued to extend the contract period for an additional twelve months, through August 31, 2009. It was approved by the Commissioners Court on August 28, 2008.

Modification No. 4 was previously issued to extend the contract period for an additional twelve months, through August 31, 2008. It was approved by the Commissioners Court on August 28, 2007.

Modification No. 3 was previously issued to extend the contract period for an additional twelve months, through August 31, 2007. It was approved by the Commissioners Court on August 15, 2006.

Modification No. 2 was previously issued to extend the contract period for an additional twelve months, through August 31 2006. It was approved by the Commissioners Court on August 30, 2005.

Modification No. 1 was previously issued to extend the contract period for an additional twelve months, through August 31 2005. It was approved by the Commissioners Court on August 31, 2004.

Appriss provides crime victims notification services to states, political subdivisions of states, and the federal government. They provide substantive notification to victims of crime regarding events relevant to victims of violent crime including but not limited to events in the prosecution, incarceration and release of persons charged or convicted of violent crime in Texas.

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

Ø **Contract-Related Information:**

Award Amount: \$161,111

Contract Type: Annual Contract

Contract Period: September 1, 2003 – August 31, 2004

Ø **Contract Modification Information:**

Modification Amount: Not to exceed \$26,333

Modification Type: Bilateral

Modification Period: September 1, 2011 – August 31, 2012

Ø **Solicitation-Related Information: Not Applicable**

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

Ø **Special Contract Considerations: Not Applicable**

Award has been protested; interested parties have been notified.

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

Comments:

Ø **Funding Information:**

Purchase Requisition in H.T.E.:

Funding Account(s): 875-1230-523-6099

Comments: The services under this agreement will be funded by the OAG's office through a grant fund.

GRP1500/QR4BIDS
COREYE

Travis County Purchasing Office - Contract(s) as Listed
Purchase Order Expense Summary - Period Queried: &FROM to &TO

P.O. #	PO Date	Item#	Qty Ordered	Unit Cost	Ext Cost	CONTRACT #	\$ Qty Recd	Dpt	Building/Dept.
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* IQQ0655 GRP1500/QR4BIDS No records found for processing.

03700285

MinuteTraq ID #4845

GF070I07

**TRAVIS COUNTY
Purchasing Information**

8/15/11
15:36:33

Order vendor name . . . : APPRISS INC
Order address line 1 . . : 10401 LINN STATION ROAD
Order address line 2 . . : SUITE 200
Order address line 3 . . :
Order city/state/zip . . : LOUISVILLE KY 40223
Order country :
Order telephone number . : 502 561-8463 Order fax # . : 502 992-3443
Order contact/birthday . : MICHAEL D. DAVIS, PRES.
Order email address . . . :
Order discount % :
Order tax % 1 and 2 . . . :
Ship via :
F.O.B : DESTINATION
Minority status : N
Credit limit : 0 Minimum purchase . : 0
YTD purchases : .00
Previous YTD purchases . : 91569.00
Last activity date . . . : 9/13/10

F3=Exit F5=Commodities F7=Items & contracts F8=PI misc info F12=Cance:

MODIFICATION OF CONTRACT NUMBER: 03T002880J, TEXAS VINE SERVICES AGREEMENT

PAGE 1 OF 3

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Oralia Jones TEL NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: June 27, 2010
ISSUED TO: Appriss Inc. Attn: Mr. Thomas R. Seigle 10401 Linn Station Rd., Suite 200 Louisville, KY 40223	MODIFICATION NO.: 9	EXECUTED DATE OF ORIGINAL CONTRACT: September 2, 2003
ORIGINAL CONTRACT TERM DATES: <u>September 1, 2003 - August 31, 2004</u> CURRENT CONTRACT TERM DATES: <u>September 1, 2011 - August 31, 2012</u>		

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$ 161,111.00 (NIE) Current Modified Amount \$ 26,333.00

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

1. By this modification, Travis County exercises its sixth option to renew the Texas VINE Services Agreement ("Agreement") and extend it for one year from September 1, 2011 to August 31, 2012 on the same terms and conditions as set forth in the Agreement.
2. The cost of the annual maintenance for the seventh option renewal term, which commences September 1, 2011, shall not exceed \$26,333.00.
3. Attached are the following form documents:
 - a. R-08 Service Agreement Renewal Notice
 - b. Exhibit R-08 Maintenance Renewal Automated Victim Notification Services Travis County

Note to Vendor:

[XX] 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>APPRISS, INC.</u>	<input type="checkbox"/> DBA
BY: <u><i>Thomas R. Seigle</i></u> SIGNATURE	<input checked="" type="checkbox"/> CORPORATION
BY: <u>Thomas R. Seigle</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>President, Public Safety Services</u> ITS DULY AUTHORIZED AGENT	DATE: <u>7/5/11</u>
TRAVIS COUNTY, TEXAS	DATE:
BY: <u>CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT</u>	
TRAVIS COUNTY, TEXAS	DATE:
BY: <u>SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE</u>	

R-08 Service Agreement Renewal Notice



DATE: March 28, 2011

CUSTOMER NAME: Travis County

LOCATION: 314 West 11th Street, Suite 520
Austin, TX 78701

PROJECT TYPE: Travis County VINE Service

ORIGINAL SERVICE AGREEMENT DATE: September 1, 2003

SERVICE AGREEMENT RENEWAL DATE: September 1, 2011

SERVICE AGREEMENT RENEWAL TERM: 12 Months

NEXT SERVICE AGREEMENT RENEWAL DATE: August 31, 2012

PROJECT PRICING: \$26,333

10401 Linn Station Road
Louisville, KY 40223-3842
502-561-8463 800-816-0491
www.appriss.com

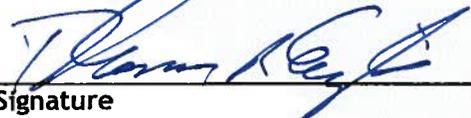
This Service Agreement Renewal Notice, unless specifically noted in the Contract Changes section below, extends all pricing, service terms and other contract provisions of the prior contract period. No interruptions in delivery of Service will occur in relations to this Service Agreement Renewal.

Contract Changes: None

Special Note: Please refer to the "3rd Party Vendor Fees" referenced in the attached Exhibit R-07 Maintenance Renewal. This is not a contract change, but a reminder of costs that may be incurred when making booking system replacement and/or changes.

AUTHORIZATION:

APPRISS, INC., BY:


 Signature 04/05/11
 Date

Thomas R. Seigle
 President
 Public Safety Group

CUSTOMER BY:

 Signature Date

 Title Name

**Exhibit R-08 Maintenance Renewal
Automated Victim Notification Services
Travis County**

Category: Pilot - Large

Subject to the terms and conditions included in the Agreement, this **Exhibit R-08 Schedule of Payments** shall describe the payments that Customer shall pay to Appriss.

Maintenance Amount. Customer shall pay Appriss a maintenance amount for the Renewal of Services determined as follows. This Renewal will extend services through August 31, 2012.

Jail Maintenance Amount	Annual Maintenance Amount (12 Months)	# of Months Through 8/31/12	Total Maintenance Amount Due
\$26,333	\$26,333	12 Months	\$26,333

Maintenance Amount as indicated above does not include "3rd Party Vendor Fees"¹ include booking system vendors, IT staff or other work that is associated with any booking system change not covered under the Vendor Certification. These services are considered additional costs and will be billed by the Certified Vendor directly to the entity. Unless approved by the OAG, in writing, in advance, the "3rd Party Vendor" may not be reimbursed by the OAG's SAVNS grant program.

Vendor Certification Verbiage

Pricing Model for FY 2011, and if Vendor Certification extended, Pricing Model for FY 2012 and FY 2013

The Pricing Model for FY 2011, and if the Vendor Certification is extended, for FY 2012 and FY 2013, contains a 2% increase from the Pricing Model for FY 2010.

The Pricing Model for FY 2011, and if the Vendor Certification is extended, for FY 2012 and FY 2013, covers "Annual Standard Maintenance Fee" and "Standard Maintenance Work" done by the Certified Vendor related to an entity changing their booking system from their existing VINE-supported booking system to a new VINE-supported booking system. "Standard Maintenance Work" includes interface installation, setup, configuration, testing and documentation. A VINE-supported booking system is one for which an interface already exists. The Pricing Model for FY 2011, and if the Vendor Certification is extended, for FY 2012 and FY 2013, also includes the "Out of Scope Costs", as identified in this Part.

Booking systems that are "Not Yet VINE-supported" include those without an existing interface. They are not considered "Standard Maintenance Work" and are subject to the hourly contract rates for "Out of Scope Costs" as identified in this Part.

The Pricing Model for FY 2011, and if the Vendor Certification is extended, for FY 2012 and FY 2013, does not include "3rd Party Vendor Fees" -- which are additional costs and will be billed by the Certified Vendor directly to the entity. Unless approved by the OAG, in writing, in advance, the "3rd Party Vendor Fees" may not be reimbursed by the OAG's SAVNS grant program.

"3rd Party Vendor Fees" include booking system vendors, IT staff or other work that is associated with any booking system changes not covered under this Vendor Certification. These fees are paid directly to the vendor by either the entity or by the Certified Vendor.

¹ based on Response Part 4: for 3rd party Vendor Fees for county changes in the Pricing Model Section of the Vendor Certification.



JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON

TRAVIS COUNTY SHERIFF

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

PHYLLIS CLAIR
Major - Law Enforcement

DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration & Support

MEMORANDUM

TO: Elizabeth Corey
Purchasing Agent Assistant

FROM: Gloria Hoffman
Accountant Associate

THROUGH: Maria Wedhorn
Financial Analyst

DATE: August 16, 2011

SUBJECT: **Contract # 03T002880J Appriss Inc. Texas Vine Services Agreement**

The Travis County Sheriff's Office would like to exercise the option to extend the contract listed above for an additional 12 month period.

If you have any questions, please feel free to contact me at 854-5308.

MinuteTraq ID #4845



Safety, Integrity, Tradition of Service



Travis County Commissioners Court Agenda Request

Meeting Date: August 23, 2011

Prepared By/Phone Number: Michelle Brinkman (854-3693)

Elected/Appointed Official/Dept. Head:

Amalia Rodriguez-Mendoza (854-9737)

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

Approval of Fiscal Year 2012 District Clerk's Records Management Plan

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The District Clerk is requesting the attached FY12 District Clerk Records Management Plan be placed on the Commissioners Court agenda for August 23, 2011. The attached plan was developed in collaboration with Records Management and Communication Resources and reflects the level of coordination required between this department and the District Clerk to achieve the goals of the plan. Please note that Sec. 51.305 requires a public hearing to be held on this portion of the plan and that publication of notice of the public hearing occur no later than 15 days prior to the hearing. We had such notice published August 5th for a 9:00 a.m August 23rd hearing date.

STAFF RECOMMENDATIONS:

Place on Commissioners Court agenda for approval of the Fiscal Year 2012 District Clerk's Records Management Plan

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

Refer to plan

REQUIRED AUTHORIZATIONS:

Hon. John K. Dietz (854-9300), Susan Spataro (854-9125), Rodney Rhoades (854-4718), Katie Peterson (854-4718) and Steven Broberg (854-9064)

DISTRICT CLERK FY12 RECORDS MANAGEMENT PLAN

The District Clerk presents the following records management plans for each of the funds specifically authorized and established by Chapter 51 the Government Code.

SEC. 51.317 GOVERNMENT CODE RECORDS MANAGEMENT AND PRESERVATION FUND (FUND 055)

District Clerk's Records Management and Preservation Fund Overview

This District Clerk's Records Management and Preservation Fund was established by act of the 78th Legislature through HB 1905, added Sec. 51.317(b)(4) and Sec. 51.317(c)(2) to the Government Code that established a new fee of \$10 upon filing of a new suit or other claims for relief, \$5 of which is designated for the District Clerk's Records Management and Preservation Fund. The effective date of the fee was January 1, 2004.

Sec. 51.317 (d) and (e) provides that the use of the fee be restricted to records management and preservation, including automation, subject to budget approval by the Commissioner Court. Any expenditure must comply with purchasing processes proscribed by Chapter 262 of the Local Government Code.

The purpose of this fee was to establish a source of funds through which District Clerks could enhance their respective records management operations beyond what is typically funded through a county's budget process.

The District Clerk's records management fees are charged upon the filing of a new court case or request for affirmative relief in an existing case; these filing types are a small percentage of the total filings received by the District Clerk. Further, because a high percentage of district court cases are comprised of the Attorney General's Title IV-D child support filings that are exempt from paying this fee, the revenue generated is a mere fraction of what is annually required to perform the District Clerk's records management functions.

Since the effective date of the fee, total available FY12 projected revenue net of FY11 expenditures and encumbrances is \$216, 107; this amount is available for budgeting.

Status of Projects Funded in Previous Years

Document Management System for Criminal Record; Agency Upload Module

The District Clerk is migrating the DMS (Document Management System) and Agency Upload to the netDMS operating system; this project started in FY10 and hopefully will be completed in FY11. The District Clerk will be conducting new training on netDMS and Agency Upload after this upgrade to allow county departments to send documents for district court cases directly to the DMS.

Plans are in place to transition to use of the DMS in felony trials in CY11 with the first two courts conducting hearings with electronic records toward the end of FY11.

Historic Records Preservation

The District Clerk converted to a digital filing system in for civil cases in FY04 and criminal cases in FY08. All new filings are maintained in digital format, and existing paper records are being converted to digital. To address the impact of this process on records of historical significance, the District Clerk used proceeds from Fund 055 to start a historical records preservation project in FY08 staffed by a Records Analyst project worker. The timing of this effort was important, because from FY08 through FY11, scanning services from the county's bank depository were made available to the District Clerk, so the rate at which paper records were converted to digital media was accelerated in these years. The Records Analyst coordinated this scanning project on behalf of the District Clerk. This project has ended, leaving only resources within the District Clerk and Records Management and Communications Resources available to continue this work. In order to accelerate the rate at which criminal records are digitized, the District Clerk is requesting \$84,981 from Fund 070 for scanning technology.

One of the outcomes of this preservation project was to identify historical records from those slated for conversion to digital format so they could be preserved. Other outcomes were the creation of a historical records definition, continued identification of historical records, acquisition of materials used to preserve existing historical records, and research of grant available to continue these activities. The need for this project will continue as long as the District Clerk has paper records awaiting conversion to digital; therefore, the 055 funding request for FY12 includes the Records Analyst position.

FY12 Plan for the Use of the District Clerk's 055 Fund

The District Clerk has reduced the salary supplements first approved in FY06 for key records management staff and has incorporated those supplements within its Fund 001 budget. One salary supplement is requested in FY12:

TYPE	AMOUNT	PURPOSE
Personnel – ongoing	\$3,459.00	To fund prior pay adjustments for Slot 123 (key records management staff person)

The District Clerk is requesting approval of \$53,946 to fund a Records Analyst (special project worker) to continue the historic records preservation project discussed above plus \$10,000 to fund historical case records preservation services:

TYPE	AMOUNT	PURPOSE
Personnel – special project worker	\$53,946	Fund Slot 60002 to continue historic records preservation project commenced in FY08
Services	\$10,000	Contract services to preserve historical case records

Due to anticipated budgetary constraints, all departments were asked to submit proposals for reduced spending. However, the District Clerk is no longer able to Fund the Business Analyst III, Slot 134, out of Fund 055 and has submitted a request to move this position to Fund 001. Indications are that this request will be included in the preliminary FY12 General Fund budget.

**SEC. 51.305 GOVERNMENT CODE
DISTRICT COURT RECORDS TECHNOLOGY FUND
(FUND 070)**

District Clerk's Records Technology Fund Overview

The District Court Records Archive Fee and District Court Records Technology Fund are authorized in Texas Government Code 51.305(b) and 51.305(c), respectively. Section 51.305(d) requires the authorized fee to be used for “the preservation and restoration services of the district court records archive.” This section states, “The district clerk shall prepare an annual written plan for funding the preservation and restoration of the district court’s records archive. The district clerk is to prepare an annual written plan for use of this fund. The Commissioners Court is required to hold a public hearing on this plan and to publish notice of such hearing in a newspaper no later than 15 days prior to the hearing.

Designation of Court Documents

The District Clerk recommends the following types and formats of documents be designated as “court documents” pursuant to Government Code 51.305:

- 1) all documents and records with a permanent retention period in accordance with the guidelines from the Texas State Library.
- 2) all documents which are maintained in electronic format.
- 3) all documents maintained in microfilm format.
- 4) all civil documents in paper format.
- 5) all criminal case documents in paper format in which the defendant was convicted of an offense or was placed on probation or supervision.
- 6) all documents required for criminal proceedings in the district courts that are not subject to an expunction order.

Strategy for Preservation of Court Documents

The District Clerk's strategy is to:

- a) Convert and maintain all court documents in electronic format. This allows documents to be viewed by multiple persons simultaneously, be searched according to a variety of criteria, stored in a cost effective manner, redacted where appropriate to protect individual privacy, and easily and readily duplicated for purposes of disaster recovery.
- b) Maintain certain key documents in microfilm format to allow for preservation in a manner that is not dependent upon technology yet also easily duplicated.
- c) Eliminate paper documents by converting them to one or both of the above formats.

To implement this strategy, the District Clerk will:

- **Convert all court documents in paper format to electronic format.**
This is a continuation of a project started in FY08 to provide a more secure and less costly method of maintaining and accessing these documents. These paper filings, once converted, would no longer be maintained in the original format. A public use version of the electronic documents will be redacted to shield sensitive information from view.
- **Replicate electronic documents mandated for permanent retention to microfilm.**

This is a new project that intends to make use of the capabilities of and technology within of the Travis County Records Management and Communications Resources Department. The microfilm archive writer will be used to duplicate the unredacted version of the electronic documents to microfilm. Currently, documents with a mandated permanent retention are comprised of the minutes of the court, file docket, and index of parties.

- **Duplicate all microfilm documents to electronic format.**

This is a new project using the capabilities of and technology within of the Travis County Records Management and Communications Resources Department. It provides more ready access to documents than microfilm plus the ability to redact sensitive information.

- **Acquire additional electronic storage, duplication, and retrieval capabilities for future needs.**

Maintaining these millions of images will require a large-scale electronic storage system. A system for maintaining a replicated copy of this database is needed to minimize risk. It will also help to ensure that Internet access to the records will not be occurring on the same system as the storage/main production database.

- **Apply special preservation methods to documents of significant historic value.**

Modern preservation techniques should be applied to paper documents that merit special consideration.

FY12 PLAN FOR THE USE OF THE DISTRICT COURT RECORDS TECHNOLOGY FUND

The cumulative projected District Court Records Archive Fund revenue from FY09 through FY12, net of FY11 expenditures, is \$114,352. This amount will not be sufficient to fund all the above listed preservation activities, however, in order to enhance the scanning capacity within the department, continued funding for one Court Clerk Assistant Project Worker is requested.

Because of delays in the implementation of netDMS due to FACTS 7.2 interface issues, the high speed scanner and scanning supplies funded in FY11 have not been purchased; reallocation of these funds into FY12 is requested.

TYPE	AMOUNT	PURPOSE
Operating— Supplies and Equipment	\$46,798.0 0	Scanning capacity within the District Clerk's office to digitize existing criminal case files
Court Clerk Assistant	\$38,183.0 0	Slot 60003 to perform scanning

OTHER RECORDS MANAGEMENT FUNDS

The following two funds were established in FY10 to fund records management activities for the courts; however, they are under the control of the Commissioners Court and are presented here for informational purposes.

ART. 102.0169 CODE OF CRIMINAL PROCEDURE COUNTY AND DISTRICT COURT TECHNOLOGY FUND (FUND 071)

The County and District Court Technology Fund were established by act of the 81st Legislature through HB 3637, creating a new fee of \$4 upon conviction, including probated sentences and deferred adjudication. Use of this fund, which is under the direction of the Commissioners Court, is restricted to the acquisition of technology for the courts and technology training for judicial, court, and clerk staff.

SEC. 51.708 GOVERNMENT CODE
COURT RECORD PRESERVATION ACCOUNT (FUND 072)

This District Clerk's Records Technology Fund was established by act of the 81st Legislature through HB 3637, creating a new fee of \$10 upon filing of a new suit or other claims for relief, which is designated for the Court Record Preservation Account. Use of funds in this account, which is under the direction of the Commissioners Court, may only be used to digitize court records and preserve them from natural disasters.

Attachments:

PB5, Fund 055 Budget Request (Historic Records Preservation) For FY12
PB5, Fund 070 Budget Request (Criminal Case File Scanning) For FY12



Travis County Commissioners Court Agenda Request

Meeting Date: August 23, 2011

Prepared By/Phone Number: Judge Susan Steeg, 854-8878

Elected/Appointed Official/Dept. Head: Justice of the Peace, Pct. 3

Commissioners Court Sponsor: Commissioner Margaret Gomez

AGENDA LANGUAGE: Approval to enter into negotiations with the Conference of Urban Counties (CUC) and Tyler Technologies for purchase of the Odyssey case management system as “Software as a Service” (SaaS) for the Justice of the Peace courts.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The Conference of Urban Counties offers the Odyssey case management software for Justice of the Peace courts through its collaborative TechShare program. In April 2011, the Commissioners Court approved payment of \$18,000 to Tyler Technologies to develop an implementation plan and final cost numbers. Two options were submitted. The first option is the traditional purchase of the software license. The county would be required to purchase servers and maintain the system. The second option is to rent the software through a “software-as-a-service” option. This option would reduce (1) capital investment in servers, (2) operational costs, and (3) labor costs associated with maintaining the system.

The Commissioners Court has recently approved working with the CUC to develop a “next-generation” case management solution for the courts and prosecutors. This process will involve developing system plans and requirements, soliciting requests for proposals, awarding contracts, converting systems, and training personnel. The prosecutor and criminal courts are now under development. It will be years before planning begins for JP courts. The purchase of the Odyssey Case Management System for the JP courts will align Travis County with other CUC counties, e.g. Tarrant and Dallas, who have previously implemented it and are participating in the upcoming TechShare projects.

RECOMMENDATIONS: It is recommended that the County Commissioners approve entering into negotiations to purchase Odyssey as “software-as-a service.”

ISSUES AND OPPORTUNITIES: It is anticipated that the contract will be presented for approval to the Commissioners Court before the end of the year with implementation to begin on January 1, 2012 and completed by April 2013.

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

FISCAL IMPACT AND SOURCE OF FUNDING: Five year financial information is attached comparing both proposals. A recommendation for funding estimated FY12 costs in the amount of \$1.2M has been reserved in the 2012 Preliminary Budget. The remaining project costs will not be incurred until FY13.

	SaaS (Recommended)	License Model
15 month project duration	\$1,778,815	\$2,181,824
5 year outlook	\$2,710,891	\$2,657,760*

*Does not include Travis County Staffing by 0.25FTE Server Specialist

REQUIRED AUTHORIZATIONS:

Information & Telecommunications Services: Joe Harlow/854-9372

Planning and Budget Office: Leroy Nellis/854-9066

Purchasing: Cyd Grimes/854-9700

Attachments: Tyler Proposal
Financials

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



6500 International Parkway
Suite 2000
Plano, Texas 75093

P: 972.713.3770
F: 972.713.3777

www.tylertech.com

June 28, 2011

Cyd Grimes, C.P.M.
Travis County Purchasing Department
314 W. 11th Street, Room 400
Austin, TX 78701

Dear Ms. Grimes:

Tyler Technologies, Inc. is pleased to provide this document as a result of the Statement of Work between Travis County and Tyler Technologies for an Implementation Plan for the Travis County Justice of the Peace Courts.

After careful review of your requirements and meetings with the various stakeholders involved with the Travis County Justice of the Peace Courts, Tyler is confident the solution we have proposed will meet the needs of Travis County today and in the future. We believe we have addressed your objectives and project goals and that our practical approach is indicative of our experience, abilities, and project successes.

We appreciate the opportunity to provide this response, and we trust you will find that our approach delivers a cost-effective and long-term solution to Travis County. Should you have any questions regarding this response, please do not hesitate to contact us.

Sincerely,

TYLER TECHNOLOGIES, INC.

A handwritten signature in black ink, appearing to read "Steve", with a long horizontal flourish extending to the right.

Steve Moerbe,
Account Executive, Courts & Justice Division

Travis County
Justice of the Peace Court Case Management System



June 28, 2011

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It is not our intent to claim these names or trademarks as our own.

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Tyler Technologies, Courts & Justice Solutions, 6500 International Parkway, Suite 2000 Plano, TX 75093
800-431-5776 · 972.713.3770 · 972-713-3772 fax · info@tylertech.com · www.tylertech.com

Travis County
Justice of the Peace Court Case Management System

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Travis County Justice of the Peace Court Case Management System

Executive Summary

Courts Experience

Eight years ago, Tyler Technologies made a commitment to the development of a completely new court case management solution based on the latest Microsoft technology and Tyler's 30 years of experience as an integrated justice software provider. Today, Tyler is the leading court case management provider in Texas, and Odyssey Case Manager is the most widely adopted court case management system nationwide.

The success of Odyssey in Texas and nationally (seven statewide clients and 30% of the top 20 counties) is based on our knowledge of court requirements and our acquired expertise through client relationships. We rely heavily on our clients to guide us in our ongoing development efforts to keep Odyssey on the leading edge of technology. In addition to the initial investment in Odyssey, we continue to invest 50,000 hours into the product annually. We follow industry standards and participate with the National Center for State Courts and other leading national and Texas court organizations to ensure that we are on top the of ideas and developments that shape the future of courts.

Texas Justice of the Peace Courts

History

Our history and commitment to the Texas Justice of the Peace Courts is well documented. We have worked with Texas Justice of the Peace Courts for nearly 30 years with installations throughout the state of Texas. Our Texas Justice of the Peace clients include more than 200 installed Justice of the Peace Courts, including large metropolitan counties like Collin County and Tarrant County. We understand the needs of Texas Justices of the Peace and the specific needs of large Justice of the Peace offices.

Client Relationships

In order to ensure the long-term success of Odyssey as a productive tool for our clients, we have invested our resources in working with our clients through specific Justice of the Peace focus groups that are designed to solicit ideas and foster communication with our clients. The result of these client meetings is to set product directions and focus Tyler resources on development of new

Travis County Justice of the Peace Court Case Management System

features and product capabilities that meet the needs of our Justice of the Peace clients.

In addition to focus groups and steering committees, Tyler also hosts an annual Texas User Group meeting that is attended by more than 400 Odyssey users from around the state. This annual event provides a forum for continuing education and the opportunity for Odyssey users from throughout Texas to share ideas and concerns, as well as build relationships with colleagues from around Texas.

Maintenance and Support

We significantly commit ourselves to the success of Texas Justice of the Peace clients through Odyssey's maintenance and support features. Included in our standard M&S offering is access to Tyler experts who assist our clients in a wide variety of services including: application questions, system questions, product configuration, and general help-related functions.

In addition to general help desk availability, Tyler's M&S also includes the addition of Texas legislative requirements. Tyler will ensure that Odyssey meets new requirements that are imposed on the Justice of the Peace Court in Travis County. We work closely with various state agencies and our clients to make sure that we understand and implement new requirements to keep our clients in compliance with state mandates.

One example of this commitment is the OCA 2011 requirement that brings major changes to the way Texas Justice of the Peace Courts report their data to the state. Tyler has a dedicated state reporting team consisting of eight members that has worked closely with the State of Texas to ensure that the modifications that are required to meet these new changes are developed, tested, and implemented in compliance with the new mandates.

Another example of Tyler's commitment to our Justice of the Peace clients is the creation of an import utility for DPS citations. Earlier this year, Tyler worked directly with DPS to gain access to the citations that are written by DPS via their new electronic ticket writing devices. The new Odyssey DPS Citation Importer will allow our Justice of the Peace clients to automatically create cases and eliminate the need for manual data entry of DPS citations. This new feature is available to our Justice of the Peace clients at no cost, resulting in greater efficiency and less room for errors.

Travis County

Justice of the Peace Court Case Management System

Software as a Service (SaaS) or Software License

Odyssey is a highly configurable application that can be deployed in a traditional On-premise software license model or as a hosted Software as a Service (SaaS) solution. Both models provide the same functionally robust and mature application that is based on current Microsoft .Net technology.

There are many advantages to a SaaS or Odyssey Online implementation that will greatly benefit Travis County:

Cost of Ownership – By implementing a SaaS model, Travis County can eliminate many of the costs associated with locally-installed hardware, software, and support. Dedicated power, physical server space and on-site support are no longer needed.

Reduced Internal IT Investments – Scarce IT resources can be refocused on higher priority projects since time consuming backups, software updates, and infrastructure planning are not required.

Advanced Scalability – The SaaS model is designed for both rapid scaling and contracting as needed. Applications can be made available immediately, giving Travis County the flexibility to expand your capabilities without costly and time-consuming IT infrastructure updates. Purchase only what you need today, eliminating the excess capability costs of other solutions.

Business Predictability – Budgeting for IT projects can be difficult. Uptime, performance and update issues often come with unanticipated price tags in the form of monthly or one-time costs. Odyssey Online provides increased freedom from technology churn while offering predictable costs and reliable IT operations.

Enhanced Security – Many counties lack the funding and infrastructure for reliable backup and fail-over capabilities. Your Odyssey Online system includes backup and disaster recovery as part of the per user fees.

Improved Support – With Odyssey Online, Travis County's entire application and infrastructure environment is familiar to Tyler's support and development teams. Unlike the On-premise model where customers report issues to a vendor for hardware, network or software root cause evaluations, SaaS support teams do not have to second-guess and are free to accelerate issue resolution.

Travis County

Justice of the Peace Court Case Management System

Tyler is the Right Partner for Travis County

Tyler Technologies, Inc. (www.tylertech.com), founded in 1966, is a nationally recognized provider of integrated, end-to-end information process solutions, and professional services to state and local government clients nationwide. Headquartered in Dallas, Texas, Tyler provides products and services to more than 8,000 government clients in all 50 states, Canada, Puerto Rico, and the UK. Tyler empowers people who serve the public to become more efficient, accessible, and responsive to the needs of their constituents.

As a long-term partner, Tyler offers several advantages to Travis County:

History and Vision – Tyler has a proven track record of success in large, complex projects, multi-jurisdictional systems, and integrated justice implementations, as well as a demonstrated commitment to the Texas marketplace. We listen to our clients, and our solutions evolve based on their needs.

Product Capabilities – The Odyssey platform will grow with the needs of the County and with the flexibility to adapt as the Texas justice system evolves. As part of Tyler’s large user community, the County will have an active voice in setting product investment priorities as Tyler makes continual enhancements to ensure that your investment is not on a path to obsolescence.

Professional Services – Tyler has the resources and expertise to successfully carry out complex implementations on-time and on-budget. Our organization has a significant number of personnel and a proven, repeatable method focused solely on courts and justice implementations. Our implementation approach is designed to create self-sufficiency, not ongoing dependency.

Support – Tyler becomes a partner—not just a vendor—after the product is implemented. We will help you successfully manage the project into production and then provide ongoing value through our support and product maintenance organization.

Organizational Strength and Focus – Tyler is ideally positioned as the largest national provider of software and services with an exclusive focus on the local government marketplace. It is important that:

- Tyler is a \$290 million publicly traded company, with no debt and a singular dedication to local government software.

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- Within Tyler's Courts & Justice Division alone, over 300 Tyler professionals wake up every day focused solely on the justice sector.

As a national, publicly traded, and profitable company, we have the staying power and resources to weather the storms and the focus to deliver on our promises.

Proposal Overview

Tyler has provided multiple cost proposals for the Travis County Justice of the Peace Courts as part of this document. Both solutions provide the same level of functionality to Travis County, and the major difference is how Travis County wishes to deploy the Odyssey solution (SaaS vs. On-premise).

Tyler proposes to deploy Odyssey Case Manager and Odyssey Financial Manager in Travis County's 5 Justice of the Peace Courts over 15 months. By virtue of its membership in the Texas Conference of Urban Counties, Travis County is eligible to receive the pricing, benefits, and collaboration with other Texas Counties under the CUC's Common Integrated Justice Project.

Tyler will provide on-site project management, implementation resources, and comprehensive services for:

- Data Conversion
- Configuration
- Technical Consulting
- Training and Go-Live Assistance

Tyler has diligently reviewed the project requirements and considered the additional details gathered during the planning sessions that occurred during the week of May 16th with the Travis County Justice of the Peace Courts. As a result of the analysis, Tyler has included 250 hours in our proposal to address specific modifications that were identified during the Business Process Review and requirements discussion.

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Current Functionality

Business Process Review

The results of the Justice of the Peace Business Process Review have been provided in Appendix A of this document and in electronic form to Travis County.

Functional Matrix

The response to the functional matrix has been provided in Appendix B of this document and in electronic form to Travis County.

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Conversion Planning

Tyler's Data Conversion Approach

Tyler's Courts and Justice Division has performed hundreds of data conversions from various systems over the course of the past 30 years. These conversions have included both locally-developed databases and third-party vendor solutions in a wide variety of environments.

The nature of these projects has varied as widely as the source systems. In some cases, we have received detailed layouts and documentation of the source system, as well as significant analysis assistance from clients and legacy vendors. In other cases, we have received almost no documentation or assistance, and the data analysis and mapping was performed almost exclusively by Tyler.

During this period of time, we learned some valuable lessons. First, data conversions are key project deliverables that are often critical path tasks in the project plan. Because of the unpredictable quality of legacy data, conversions are often high-risk activities that must be managed closely in collaboration with client stakeholders.

Most of the problems encountered during a data conversion are business problems rather than technical decisions, and the client participation dramatically improves the end product. Clients (particularly end-users and client IT personnel) tend to know their own data very well and are the best resources for data analysis and mapping activities. Additionally, we learned that many clients want to play a significant role in the data conversion process, up to and including the analysis, implementation, and operation of the conversion itself.

Tyler employs dedicated and specialized staff and follows a consistent process across all projects to ensure successful conversions. The benefits of Tyler's conversion approach include:

- A consistent, documented, and predictable process
- Tools that both reduce conversion effort and improve quality
- Training for client technical resources where appropriate
- Involvement of client business and technical resources

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- A proven track record of success with more than 30 years of justice projects

Tyler has direct experience developing conversions and assisting clients in conversion development across various legacy system scenarios. Our conversion framework was designed to allow multiple conversions into Odyssey over time. We continue to recommend a phased approach for converting from multiple source systems. We also have experience in conversions where data from multiple independent systems must be integrated through a single conversion. This is especially applicable for legacy configurations where the same data (e.g., financial data) resides in separate systems.

The purpose of any conversion project is to convert justice data from one or more legacy systems in a manner that allows for the smooth transition, and continuation, of judicial business processes in Odyssey.

Data Conversion Goals

The primary goals of any data conversion project are:

- To provide the most complete and accurate transfer of data possible
- To create a conversion solution that minimizes system down time
- To create a conversion solution that maximizes continuity of business
- To work within all projected time and resource constraints

Tyler's Data Conversion Best Practices

Client Involvement

Client involvement is a critical factor in the success of conversion projects. There are three main levels of client involvement that are of particular importance, as outlined in the following table.

Level	Contribution
Client Management	Client-level leadership is critical because all conversion projects require numerous decisions that affect time, quality, and costs. Client management ensures the interests of various user groups are merged and prioritized to maximize business continuity and make the best possible utilization of project resources.
Client Subject Matter Experts (select legacy users)	SMEs know how the legacy system supports the business, understand the legacy data, and are generally the first to learn Odyssey. These factors make them the best

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possible candidates for testing conversion.

Client Technical Staff (if applicable)

Client technical staff members typically have a detailed understanding of the legacy data including size, structure, history, data entry patterns, and problem areas. In most cases, they provide a crucial contribution in assisting with conversion mapping activities. Given the right background, these personnel can typically be charged with developing the conversion.

Conversion Philosophy

It has been our experience at Tyler that data conversions rarely make data better or "cleaner." This truth is seemingly contradicted by the perception that the data is better after conversion to Odyssey. There have been instances where the legacy data appears more logically consistent as displayed in the Odyssey application but the data is rarely different in actual content.

In general, our recommended philosophy for conversions is to convert it all and to convert it as is. We generally do not recommend conversions that filter the data unless it is clear the data is redundant, obsolete, or otherwise does not represent real justice data. In addition, we generally do not recommend conversions that alter data unless the data violates a business rule, in which case, the solution should always provide a clear and visible indication of the original condition of the legacy data.

Planning and Processes

Successful conversion projects require a high level of transparency to ensure good decision making and accountability. To achieve this, a conversion project must have a clear plan with milestones, deliverables, and specific task assignments. The milestones should support an incremental conversion development approach that allows for verification of progress. In addition to the plan, the conversion project will require management to establish a number of standards and processes including a development standard, a source control process, a conversion test plan, an issue management process, and a code mapping review process.

Managing User Expectations

In our experience, many legacy justice systems tend to leave the quality of the data in the hands of the user community. If the legacy system did little to help ensure the quality of data, then it is extremely difficult, and sometimes impossible, to expect complete resolution through a data conversion. Therefore, we find it best to actively manage the expectations of the user community.

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Although we've experienced very positive feedback from user groups on the look and quality of converted data in Odyssey, we still recommend that users be cautioned against thinking that long standing data problems will magically disappear through conversion. We have found that by establishing communication lines among selected user representatives and conversion project management, and setting expectations with the user community, we have been able to find solutions to data quality issues that allow for good business process continuity without exploding project costs and timelines.

Conversion Testing

Conversion testing is a critical component of all conversion projects. Conversion testing involves several activities, including comparing specific data elements from legacy to Odyssey, comparing summary or reporting data from legacy to Odyssey, and validating the performance of converted data with a broad range of business data entry processes. A conversion test plan will include sets of business processes, grouped by functional area, that testing personnel will use to validate the fitness of the conversion. The processes are ranked in order of their criticality to business continuity.

In addition, for each business processes, the test plan will typically include a list of physical data identifiers (e.g., case number, party name, receipt number, citation number, etc.) to use in testing. These identifiers are purposefully selected to make up a range of data scenarios that require testing. For example, to validate the process of taking a payment against case fees or fines, the plan would include lists of case number by various case types where the existing state of the financials varies appropriately within each case type (e.g., no payments taken, partial payments, payment plan in place, etc).

Travis County's Data Conversion – Scope and Approach

Scope for Travis County

For Travis County, we are proposing a Tyler-led collaborative approach where Tyler is responsible for development and execution of the conversion with Travis County in a supporting role.

Source Systems

Travis County has multiple data sources, including data that resides in mainframe systems, Excel, QuickBooks, etc. After the on-site review and discussions with

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ITS and the JPs, the following data sources/systems are in scope for the Travis County Justice of the Peace data conversion:

Source System	Case Type	Offices Involved	Comments
Mapper	Civil	JPs 1, 2, 3 and 5	
CJS	Criminal	JPs 1, 2, 3 and 5	
eHistorical	CJS archived cases	JPs 1, 2, 3 and 5	
FACTS	Civil and Criminal	JP 4	
EZJustice (Hamer)	Financials only		Much of this is redundant, but we may need to pull from this source.
Excel spreadsheet	Financials only	JP 5	Tax & Student Loan cases only

Conversion Assumptions

For the systems listed above, the following assumptions apply:

- The number of conversion pushes, by phase would be as follows:
 - Phase 1 (JP 3) – 4 pushes
 - Phase 2 (JPs 1, 2, 5) – 2 pushes (as it should build on Phase 1)
 - Phase 3 (JP 4) – 4 pushes
- There will be no financial conversion for Mapper. Since the financials in Mapper are text fields, these will be brought over as financial notes.
- The QuickBooks financials that parallel the Mapper cases will not be converted. Instead, the JPs will begin using financials in Odyssey on a day-forward basis after go-live. There is one exception to this rule: Justice of the Peace, Precinct 5 does have receivables due on civil filings (Tax & Student Loan cases only) that are tracked on spreadsheets that will be converted.
- CJS Collections – Because there is duplicate financial data in CJS and EZJustice, Tyler will need a business rule to determine whether to source EZJustice or CJS for certain financials. Regardless of the rule applied, it is assumed that there will be some data inconsistencies (based on the previous FACTS conversion).
- Because eHistorical does not retain all case information (as part of the archive process), cases converted from eHistorical will not have much information as cases from the other source systems. As a result, the users should expect that there may be some loss of information from any cases that come from the eHistorical source.

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- Tyler’s understanding is that “presumed fees” were created for use in the FACTS system to assist with certain reporting. However, after the on-site review meetings, it was determined that Odyssey will not need to use these fees for reporting to work correctly. There may be certain rules which are applied in order to apply fees which are calculated “on the fly”. During the project, we will review detailed business rules and evaluate when it is appropriate for this information to be reflected in Odyssey.
- For JP 4, Tyler understands that some of the older financial data is still in Mapper or CJS. This financial data will be converted as notes or attached images (scanned reports), not as Odyssey financial data.
- Tyler will accept flat file formats for data sources from Travis County’s ITS department. It is assumed that minimal “data massaging” will be done. However, if the extract contains more than JP data (such as other County or District Clerk data), that data will be filtered out prior to submission to Tyler.

Approach Details – The Conversion Project Lifecycle

The conversion project lifecycle consists of a set of steps that are described in the following table. Included with each step is a brief description of the process, and which parties take ownership of each step.

Process	Description	Tyler-led
1. Legacy Assessment	Identify data sources, extract methods, metadata, physical associations, reports used for checkout, and known, large scale, data anomalies. This creates an overall guide for the entire project.	Client, Tyler support
2. Legacy Extract	Extract all applicable data sources at the same time and produce corresponding reports. Provides a stable, time-based "snapshot" for checkout activities.	Client
3. Legacy To SQL	Use Tyler utility to create a reusable Data-To-SQL package. This provides a central staging database for data analysis and parallel conversion development efforts.	Tyler
4. Conversion Development	Create the conversion package that will transform and load data to the IFL database. In addition, create a code extract package for the purpose of mapping legacy codes to Odyssey codes. Document schema mappings, assumptions, and decisions during the development process.	Tyler, client support
4.5 Map Codes	Use Tyler's code mapping utility to associate legacy codes to Odyssey configured codes (see notes below).	Client, Tyler support
5. Load IFL	Given the "staging" database from step 3, conversion package from step 4, and code mapping data from step	Tyler

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Process	Description	Tyler-led
	4.5, load the IFL database.	
6. IFL Tool: Validate	Use Tyler's IFL Tool to create validation and verification reports for checkout.	Tyler
7. IFL Tool: Convert	Use Tyler's IFL Tool to convert the validated IFL database to Odyssey.	Tyler
8. Checkout	With Odyssey application loaded with data from step 7, the legacy reports from step 2, and the IFL reports from step 6, perform checkout activities. These activities result in issues for step 9.	Client, Tyler support
9. Issue Review	Categorize and prioritize issues that will feed back into the development process of step 4.	Tyler, client support
10. Go-live Sign-off	Obtain "stakeholder" sign-off of the conversion to "go-live" on Odyssey with the converted data.	Client, Tyler support
11. Go-live Conversion	Execute various data fixes as necessary using either manually data entry through SQL scripts.	Tyler
12. Post-conversion	Execute various data fixes as necessary using either manually data entry through Odyssey or SQL scripts.	Tyler

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Systems/Server Planning

Recommended Server Configuration

The hardware and software listed in the table below are only required if Travis County decides to implement Odyssey in an On-premise software license model instead of the Odyssey Online SaaS model.

Description	Each	Qty	Total
Odyssey Private Backbone Switch Dell PowerConnect 2824 switch, 24 Gigabit ports, 5yr 5x10 NBD parts replacement	\$ 343	1	\$ 343
Odyssey Domain Controller Dell PowerEdge R410 (1U) with one Xeon E5503 processor 2.00GHz, 4GB RAM, 2x250GB 3.5" SATA disks RAID1, Windows Server 2008 R2 Std. x64 (5 CALs), 2-port GB NIC, Sliding Rails, 5yr SD4HR ProSupport for IT	\$ 3,319	2	\$ 6,638
Odyssey Web Application Servers Dell PowerEdge R410 (1U), Xeon E5640 processor 2.66GHz, 4GB RAM, 2x300GB 15K 3.5" SAS disks, PERC H200 RAID1, Windows 2008 R2 Std. x64 (5 CALs), 2-port GB NIC, DVD-ROM, Sliding Rails, 5 yr SD4HR ProSupport for IT	\$ 4,543	2	\$ 9,086
Odyssey Job Servers Dell PowerEdge R410 (1U), Xeon E5640 processor 2.66GHz, 4GB RAM, 2x300GB 15K 3.5" SAS disks, PERC H200 RAID1, Windows 2008 R2 Std. x64 (5 CALs), 2-port GB NIC, DVD-ROM, Sliding Rails, 5 yr SD4HR ProSupport for IT Microsoft Word 2010 for Odyssey Job Server(s) (CX3198)	\$ 4,543 \$ 137	2 2	\$ 9,086 \$ 274
Odyssey Test and Stage Web-App/Job Servers Dell PowerEdge R410 (1U), Xeon E5640 processor 2.66GHz, 4GB RAM, 2x300GB 15K 3.5" SAS disks, PERC H200 RAID1, Windows 2008 R2 Std. x64 (5 CALs), 2-port GB NIC, DVD-ROM, Sliding Rails, 5 yr SD4HR ProSupport for IT Microsoft Word 2010 for Odyssey Job Server(s) (CX3198)	\$ 4,543 \$ 137	2 2	\$ 9,086 \$ 274
Public Access Web Server Dell PowerEdge R410 (1U), Xeon E5640 processor 2.66GHz, 4GB RAM, 2x300GB 15K 3.5" SAS disks, PERC H200 RAID1, Windows 2008 R2 Std. x64 (5 CALs), 2-port GB NIC, DVD-ROM, Sliding Rails, 5 yr SD4HR ProSupport for IT	\$ 4,543	1	\$ 4,543
Odyssey Primary Database Server Dell PowerEdge T610 (5U), one Xeon processor X5680			

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3.33GHz/12MB cache, 18GB RAM, PERC H700 controller, Backplane (1x8, 3.5"): 2x300GB 15K disks RAID1, 4x600GB 15K disks RAID5 (Data), 2x600GB 15K disks RAID1 (T-logs), Windows 2008 R2 Server Std. x64 (5CALs), dual Gigabit NICs, DVD-ROM, iDRAC6 Express, Sliding Rails, redundant power supply, internal LTO-5 tape drive, 5yr SD4HR ProSupport for IT Mission-Critical	\$ 16,494	1	\$ 16,494
SQL Server 2008 Runtime Licensing Media, SQL 2008 R2 Standard (64-bit), Runtime, CD-ROM	INCL	1	INCL
MVL PRC - SQL Server 2008 Standard Edition Runtime Restricted-Use Software (E65-00151) - 1 Processor License (for Odyssey PDb)	\$ 4,276	1	\$ 4,276
Backup and Recovery Software Media, Symantec Backup Exec 2010, CD-ROM (CD7817)	\$ 37	1	\$ 37
Symantec Backup Exec 2010 for Windows Server with 1yr maintenance (CD8596)	\$ 663	1	\$ 663
1yr Maintenance Extension, Backup Exec 2010 for Windows Server (CD8606)	\$ 128	2	\$ 256
Odyssey Replicated Database Server Dell PowerEdge R710 (2U), one Xeon processor X5670 six-core 2.93GHz/12MB, 8GB RAM, PERC H700 controller, Backplane (1x6 3.5"): 2x300GB 15K disks RAID1 (OS & TL), 4x600GB 15K disks RAID5 (Data), Windows 2008 R2 Std. x64 (5CALs), dual Gigabit NICs, iDRAC6 Express, DVD-ROM, Sliding Rails, 5yr SD4HR ProSupport for IT Mission-Critical	\$ 10,334	1	\$ 10,334
SQL Server 2008 Runtime Licensing Media, SQL 2008 R2 Standard (64-bit), Runtime, CD-ROM	INCL	1	INCL
MVL PRC - SQL Server 2008 Standard Edition Runtime Restricted-Use Software (E65-00151) - 1 Processor License (for Odyssey PDb)	\$ 4,276	1	\$ 4,276
Notes: SQL Runtime-Restricted Use Software Licensing The software is "Runtime-Restricted Use" software; as such, it may only be used to run the unified solution solely as part of the unified solution. The software may not be used either (i) to develop and/or (ii) in conjunction with new applications, databases or tables other than those contained in the unified solution. Content assumes Travis County will provide server rack,			

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console/KVM solution, UPS solution, Backup Data tapes, Anti-Virus solution, local area network and Windows CALs for local users.			
Shipping costs not included			
Total			\$ 75,666

Desktop Hardware Requirements

The following are the recommended PC specifications for Odyssey Assistant:

Processors: 2.8GHz Pentium® 4, 2.0 GHz Core Duo™, or equivalent/ better.

Memory (RAM) for Windows XP: 1 GB or better.

Memory (RAM) for Windows Vista or Windows 7: 2 GB or better.

Virtual memory paging file: 3x physical memory recommended.

Disk space: 80 MB free disk space. Users that access more than one site (production, test, conversion, etc.) will require an additional 45MB of free disk space for each additional site.

Monitor and resolution: 17" display, minimum resolution 1024 x 768

Ethernet adapter: 1000 Mbps recommended (100 Mbps minimum)

Operating system: Windows® XP Professional, Windows® Vista Business (32-bit), or Windows 7 Professional. To install periodic updates, (a) users must have local admin rights; (b) installation service must have elevated privileges; or (c) software must be pushed using a third-party tool.

Web browser: Internet Explorer® 7 or 8

Word processing software: MS Word® 2003 or 2007. A word processor is only required for forms processing.

Advanced scanning workstation only: Microsoft .NET Framework 1.1; LeadTools Document Imaging Runtime; LeadTools Barcode Module

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Odyssey Online Network and Bandwidth

Odyssey Online is a Web-based application with graphical user interface, requiring broadband Internet access for PC workstations. Odyssey server and client software work together to minimize client-to-server transactions through local caching of static content and codes. When an update operation is performed, only data elements that were added or changed by the client are transmitted to the server. Additionally, when textual data is transmitted (HTML, XML, etc.), data compression is employed. These mechanisms combine to minimize bandwidth required for data entry and inquiry functions.

Additional bandwidth is required for File Transfer functions such as document imaging, document upload, forms processing, and mugshot capture. The amount of bandwidth needed is dependent upon volume of File Transfer activity and the size of individual files.

The following Internet bandwidth guidelines are intended to facilitate optimal performance with Odyssey Online during normal and peak usage. Due to the high level of variability in network environments, performance cannot be guaranteed based on bandwidth alone. Network design, PC specifications, and the stability of Client's Internet service all affect online software performance.

Bandwidth	Basic Data Entry/Inquiry	Data Entry/Inquiry plus Moderate* File Transfer Volume	Data Entry/Inquiry plus Heavy** File Transfer Volume
Dedicated Internet	Mbps	Mbps	Mbps
≤ 2 Odyssey Users	0.256 down/0.128 up	1.0 down/1.0 up	3.0 down/3.0 up
Each Additional User	0.050 down/0.025 up	0.100 down/0.100 up	0.100 down/0.100 up
Shared Internet	Mbps	Mbps	Mbps
≤ 5 Odyssey Users	1.5 down/0.768 up	3.0 down/1.5-3.0 up	4.5 down/4.5 up
Each Additional User	0.064 down/0.032 up	0.128 down/0.128 up	0.128 down/0.128 up
Local Area Network	100 Mbps	1000 Mbps	1000 Mbps

Moderate File Transfer Volume example – A Mugshot Capture Station processing 40 book-ins per day, or a front counter clerk who scans and uploads 20–30 documents per day (assuming b&w, max 300 dpi).

Heavy File Transfer Volume example – A full-time file clerk who scans 100 or more documents per day.

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Dedicated Internet – Users connect to Odyssey Online via a dedicated Internet connection exclusively reserved for that purpose.

Shared Internet – Everyday Internet usage, e-mail and third-party network applications compete with Odyssey Online for limited Internet bandwidth.

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Training Planning

Traditional Approach

Tyler has provided hours to perform direct end-user training to all users involved with the operations of the Justice of the Peace Courts in Travis County; we refer to this method as our Traditional Training Approach. This includes user documentation and all the training courses for both technical and end-users.

Users should receive training specific to their job requirements. For each office, the training/implementation teams will identify specific position categories (e.g., judicial officer, file clerk, cashier, collections, etc.) and develop a job-specific training checklist for each position. The training should be process-oriented (rather than function-oriented) so that participants can apply the training to real-world needs. Users should not be subjected to “generic” training plans that include material they will not use in their position.

Tyler recommends that training/implementation teams be formed and consist of both Tyler and county staff. The joint training/implementation team will be responsible for developing the training plan, building training materials that incorporate court procedures and expected process changes, coordinating training schedules, and performing the training.

The training team is focused on three primary tasks:

- Development of the training plan
- Development of the training materials specific to the client’s operations
- Execution of the training itself

Elements of the Training Program

Training Facilities

Tyler suggests that training, where feasible, be conducted away from users’ day-to-day responsibilities in a quiet training facility. The maximum number of training recipients will be constrained by the training facilities available (assuming, preferably, that each recipient will have access to his or her own

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workstation). In any case, a single training session should not exceed 12–16 users per trainer.

Training Personnel

Tyler employs a dedicated team of experienced trainers who are ready to help your user community successfully make the transition to their new justice solution. Our seasoned trainers are prepared to handle 12–16 users per class.

Training Plan & Assessment

Tyler develops, in collaboration with the client, various training modules (e.g., case initiation, scheduling, fees, docketing). Those modules are then grouped together into training courses applicable to judicial officers, court administrators, clerks, cashiers, and so forth. Additionally, variations of the training modules might be implemented for users specialized in particular case types (e.g., criminal case initiation has slightly different requirements than non-criminal case initiation). The training modules include all aspects of end-user functions.

System Modular Training, Delivery, & Training Database

Tyler will encourage hands-on exercises using real data and scenarios, providing a translation between how the participant previously performed a process and how he or she will perform the process using Odyssey. Tyler will lead an effort to create a database of exercises that will be used during training.

Power Users

The training team should identify “power users” in each office or location who can receive up-front and in-depth training. These users will be designated during installation as first points of contact for “how to” issues that arise. These users can also be a valuable input into the preparation of a training plan and training materials.

Staged Training

Training should not, ideally, be conducted in one segment. Rather, some pre-installation training should be conducted to prepare users for “go-live.” Additional on-the-job assistance will be provided during the transition. Follow-up training will be provided after the transition to respond to questions that users did not know to ask. This follow-up training is also an opportunity to provide advanced training on features that users did not require during the transition period.

System Administrator and Technical Training

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During end-user training, sessions will be scheduled to include system administration to the application administrators. This training will give the administrators the knowledge needed to maintain the system code tables and will also cover release processes. Tyler will also cover transition and communication plans for our support teams. This will ensure your technical staff has all the appropriate information needed to continue administering the solution once we have a production system.

Should Travis County elect to license Odyssey and implement an On-premise model, as opposed to Odyssey Online; then it is important that Travis County ITS staff have the tools to properly maintain and administer the solution. We have included time in the Odyssey proposal for Tyler's knowledgeable Deployment Staff to work with Travis County ITS to facilitate this transfer of knowledge.

Some of the key topics we will cover center around SQL backups, SQL maintenance plans, system recovery, SQL recovery, the various application and job server components, imaging storage, document repository recovery, replication setup, and teardown. As we get closer to turning on the production system, we will have additional time to train technical staff on routine maintenance of the application and job servers. This will include troubleshooting, best practices, and tips from our technical teams. As part of the technical training approach, Tyler will provide documentation that covers the topics discussed.

County Staff

Tyler has made the assumption that the County will have appropriate staff members attend and participate in the training sessions as to allow the training sessions to be completed in the time designated in the Final Project Plan. County personnel participating in the Tyler system training are assumed to be proficient on Windows (i.e., familiar with drop-down menus, mouse navigation, etc).

Detailed Travis County Training Matrix

Tyler has provided a detailed training matrix in electronic form to Travis County as part of this response. The training matrix is divided into 3 distinct sections that offer in depth information related to the specific courses that are being offered, staff assignments by training module and class layout per phase.

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Implementation Plan

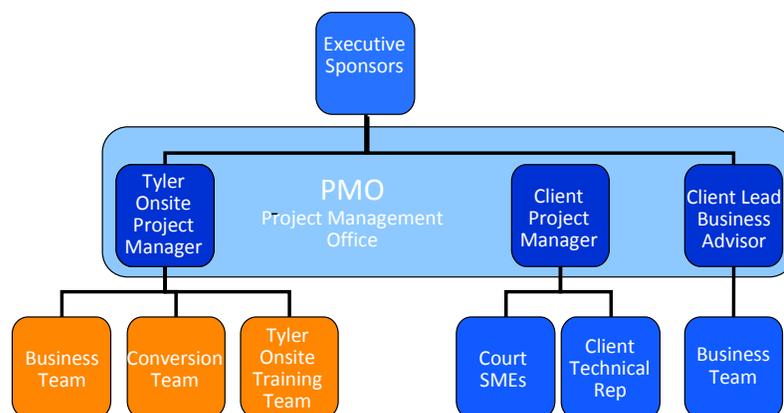
Project Governance

A clear project structure is vital to achieving the goals of the project. The project organization should communicate and reinforce:

- Chain of command
- Division of responsibility
- Communication of interdependencies
- Escalation path for issues

The illustration below represents a typical Project organization for a Courts implementation. The actual structure will vary depending on the size of the Client. In some counties they will have a Business Team, in others there will be a single Business Advisor. But regardless of size, these are roles that will need to be filled in any comprehensive Courts implementation.

The project organization has three distinct levels: Executive Sponsors, the PMO, and the Project Teams.



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Project Management

Roles, Responsibilities, and Requirements

Tyler does not typically use a standard consultant services methodology to staff its implementations. Rather than assigning a fixed team of resources to Travis County, Tyler believes in establishing a permanent Tyler project management structure and then allocating resources to the client based on current project activities. Tyler maintains specialized teams for conversion, business analysis, training, integration, configuration, and development. While the project management team will be assigned to the project for its entirety, other resources will be assigned on a task basis based on the activities currently in progress on the project. This provides the client with the right resources, at the right time, for the right task.

Project Organization, Structure, and Approach

To perform the defined project activities, resources are divided into teams. These teams then conduct a joint fit analysis to validate project scope and to begin developing detailed plans for their respective project tasks. Typically, activities are assigned to teams:

- **Business Team** – Responsibilities include software modifications, application configuration, and business process reengineering.
- **Conversion Team** – Responsibilities include data conversion, validation, and verification.
- **Training Team** – Responsibilities include training/help materials development, curriculum planning, scheduling, and training delivery.

Teams are then assigned specific responsibilities for each activity. In all cases, a specific team retains primary ownership for a project activity. However, other teams may be specifically designated as activity participants.

This collaborative approach ensures that teams do not function in silos and that cross-team information sharing occurs where appropriate.

As the project proceeds, the project management team coordinates activities, including various intermediate milestones, culminating in a final readiness

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assessment (“go/no-go” project review) and subsequent training and go-live activities.

Project Communications

According to PMI, 75–90 percent of a project manager’s time is spent communicating, including sending (e.g., speaking, presenting, writing status reports) and receiving (e.g., listening, reading). This makes communication management a very important factor in a successful implementation.

The Tyler project manager sits at a critical focal point on the project, receiving and distributing information to the project stakeholders. The project cannot be successful without a project manager who can manage the multiple communication lines and distribute information efficiently.

Working with Travis County, the Tyler project managers will develop a communication plan that facilitates adequate communication to the right parties at the right time. This plan describes how information should flow within, to, and from the project. It identifies the stakeholders and what they need to know. By formalizing key project communications in this way, the project manager is proactively working to ensure that the project activities proceed smoothly, project participants meet expectations, and resources come together at the right time and place.

A communication plan describes communication content, processes, roles, and responsibilities, including:

- The types of information project stakeholders need
- Sources of information and how to access them
- Contacts available to stakeholders for specific types of problems
- Methods for sending and receiving information, including medium, frequency, content, and level of detail
- Descriptions of how the project team’s needs for giving and receiving information can be met, such as through periodic group meetings

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Good communication management is a key factor in the success of a project. It is heavily relied upon during integration management to ensure that the other project management areas are functioning properly.

The issues resolution report is one of Tyler's standard deliverables that is updated throughout the project on a daily basis and reviewed on a weekly basis between the Tyler and Travis County project manager.

Tyler will provide a Change Order Report including priority, estimated hours of effort and status of approval, and recommended individual change orders. This is a current standard project deliverable that Tyler re-creates and provides to the Travis County project manager.

The Tyler project manager and County project manager will meet regularly throughout the project. The Tyler Project Manager will present a written status report describing the progress made toward completion of the deliverables including project plan, resources expended, problems encountered, and corrective action taken. We have included a copy of our standard status report with the electronic copy of this response.

Project Participation Levels for County Resources

Travis Roles	Number Required	Task Description	Duration	% of Time
Project Sponsor	1 or more	<ul style="list-style-type: none"> ✓ Provides the high-level vision and support for the project. ✓ Ensures that client resources are available for the project. ✓ Supports project requirements with executive leadership within the client's organization. ✓ Assists in resolution of escalated issues. 	Available for periodic Steering Committee meetings throughout the life of the project	<10%
Project Manager	1	<ul style="list-style-type: none"> ✓ Manages the day to day project activities of the Travis County team members, working closely with the Tyler Project Manager. ✓ Provides approval and signoff to Tyler on key deliverables and project milestones thereby authorizing payment to the developing organization. ✓ Defines, schedules, controls, and 	At a minimum should be consistent for each phase	100%

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		<ul style="list-style-type: none"> adjusts all tasks of the project that relate to Travis County's organization. ✓ Works with the Tyler Project Manager to manage scope as per the Statement of Work and associated scope adjustments approved via the Tyler Change Control Process. ✓ Make decisions on issues presented by other key stakeholders (department SMEs, etc) and provides Travis County's final decisions to Tyler on project issues, changes, requirements, etc. ✓ Communicates directly with the Tyler project manager and Travis County Project Sponsor. ✓ Has authority to plan, direct, and control allocation of Travis County's resources. 		
Subject Matter Expert (SME)	1+ per JP	<ul style="list-style-type: none"> ✓ Works with the project team, providing business answers needed by the Configuration Specialist and Conversion Analysts. ✓ Definition and documentation of Business Processes / Scenarios ✓ Participation in enhancement analysis and designs. ✓ Configuration Codes definitions ✓ Document identification and conversion to Odyssey formats ✓ Application User Roles and specific Rights as it pertain to specific job functions. ✓ Pilot Testing (Application/Business Process verification) ✓ Conversion Data validation 	Duration will be for the phase	50%
Technical Rep	1	<ul style="list-style-type: none"> ✓ Provide technical infrastructure support to the project. ✓ Involvement is extremely limited with Software as a Service implementation, but will have multiple responsibilities in an On-premise solution. 	Entire project	10-75%
Conversion	1	<ul style="list-style-type: none"> ✓ Provide documentation on the legacy 	May be	25%

Travis County Justice of the Peace Court Case Management System

Analyst		data definitions and relationships ✓ Assist in data verification ✓ Providing register of actions and other reports to be used in verification ✓ Assist in reviewing data anomalies and remediation strategies ✓ Code mapping from Legacy to Odyssey ✓ Facilitate providing Legacy data to Tyler conversion team in SQL format	different individuals if different people are experts in the legacy criminal versus civil data.
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Project Schedule

Travis County - Odyssey Implementation	Q1			Q2			Q3			Q4			Q5			
Month	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
Phase 1 - JP 3																
Initial Planning	█															
Mod Design & Development	█	█	█	█	█	█	█	█	█							
Configuration		█	█	█	█	█	█	█	█							
Business Process Development		█	█	█	█	█	█	█	█							
Data Conversion		█	█	█	█	█	█	█	█							
Testing																
Training		█	█													
Go Live																
Phase 2 - JPs 1, 2, 5																
Initial Planning	█			█												
Configuration				█	█	█	█	█	█							
Business Process Development				█	█	█	█	█	█							
Data Conversion				█	█	█	█	█	█							
Testing																
Training				█	█											
Go Live																
Phase 3 - JP 4 (FACTS)																
Initial Planning	█															
Configuration							█	█	█	█	█	█	█	█	█	
Business Process Development							█	█	█	█	█	█	█	█	█	
Data Conversion							█	█	█	█	█	█	█	█	█	
Testing																
Training							█	█								
Go Live																
Close Project																

Travis County
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Cost Proposal for Odyssey Online (SaaS)

Investment Summary

Travis County, Texas JP Courts SaaS Proposal

Cost Breakdown

Proposal Valid for 120 Days

Products	# of Users	Annual Cost
Odyssey Online	157	235,500
SaaS User Fees		235,500
Services	Hours	Cost
Project Services	2,016	322,560
Technical Services	2,150	320,350
Implementation Services	2,635	375,455
Services	6,801	1,018,365

Travel Expenses

Description	Amount
Estimated Travel Expenses	161,641

Project Total **1,415,506**

Travis County
Justice of the Peace Court Case Management System

Odyssey Online User Fees

Travis County, Texas JP Courts SaaS Proposal

Odyssey Online Cost Breakdown

Description	User Fee Per Month	# of Users	Annual User Fee	Monthly User Fee
ODYSSEY CASE MANAGER - JP Courts	\$ 125	157	\$ 235,500	\$ 19,625
Includes:				
ODYSSEY FINANCIAL MANAGER				
Document Management				
Enterprise DMS - Single Doc Scan/Attach				
Remote Doc Store				
Public Access - Basic				
Texas				
JP Omnibase Reporting				
JP Electronic Disposition Reporting				
E-payments online (hardware not included)				
Product Center		157	\$ 235,500	\$ 19,625

Total SaaS User Fees	Total Annual SaaS Fee
	235,500

Travis County

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Professional Services

Travis County, Texas JP Courts SaaS Proposal

Project Services

Proposal Valid for 120 Days

Project Management	Months	PM Dedication	Total PM (Hours)
Estimated Duration of Project (Months)	15	80%	2,016
Data Conversion	Number	Hours Per Conv	Total Conversion (Hours)
Number of Conversions	5	380.00	1,900
Technical Services	Allowance for Technical Services (Hours)		
Software Customization Interfaces	250		

Implementation Services by Office (in Days)

Office/Division/Department	# of Users	Fit Analysis	Setup & Config	Initial Training	Go-Live Assistance	Followup Training	Total Days
Justice of the Peace - Precinct 3 (Pilot)			59.4	20.0	25.0	5.0	109.4
Justice of the Peace - Precincts 1, 2 and 5 (Phase 2)			37.5	30.0	60.0	10.0	137.5
Justice of the Peace - Precinct 4 (Phase 3)			37.5	15.0	25.0	5.0	82.5
Total Days	-		134.4	65.0	110.0	20.0	329.4

Services by Activity

Project Services		Hours	Rate/Hour	Cost
Project Management	252	2,016	160.00	\$ 322,560
Subtotal - Project Services		2,016		\$ 322,560
Technical Services		Hours	Rate/Hour	Cost
Data Conversion	237.5	1,900	149.00	\$ 283,100
Customization	31.25	250	149.00	\$ 37,250
Interfaces	0	-	149.00	\$ -
Subtotal - Technical Services		2,150		\$ 320,350
Implementation Services	Days	Hours	Rate/Hour	Cost
Fit Analysis	-	-	149.00	\$ -
Setup, Configuration & Consulting	134.40	1,075	149.00	\$ 160,175
Initial Training	65.00	520	138.00	\$ 71,760
Go-Live Assistance	110.00	880	138.00	\$ 121,440
Follow-up Training	20.00	160	138.00	\$ 22,080
Subtotal - Implementation Services		2,635		\$ 375,455

Total Project Services	Hours	Services Cost
	6,801	\$ 1,018,365

Travis County
Justice of the Peace Court Case Management System

Cost Proposal for Odyssey (License/On-premise)

Investment Summary

Travis County, Texas JP Courts Proposal

Cost Breakdown

Proposal Valid for 120 Days

Software	Cost	Annual M&S
Software Licenses - Odyssey Product Centers	388,500	81,585
Software Licenses - Optional Features		
License Fees	388,500	81,585
Services	Hours	Cost
Project Services	2,016	322,560
Technical Services	2,150	320,350
Implementation Services	2,635	375,455
Services	6,801	1,018,365
Hardware and Third Party Software		
Description	Amount	
Server and SQL Licensing	75,666	
Server/System Implementation & Deployment	11,550	
Hardware & Third Party Software	87,216	
Travel Expenses		
Description	Amount	
Estimated Travel Expenses	161,641	
Project Total	1,655,722	

Travis County
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Software Licenses

Travis County, Texas JP Courts Proposal

Product Centers

Proposal Valid for 120 Days

<u>Modules/Options Included in Proposal</u>	<u>Cat</u>	<u>Base License Fee</u>	<u>Disc %</u>	<u>Discount</u>	<u>License Fee</u>	<u>Annual M&S</u>
Odyssey Case Manager - JP (Enterprise)	7	388,500		-	388,500	81,585
				-	-	
				-	-	
				-	-	
Product Center Licenses		388,500			388,500	81,585

Optional Features

<u>Modules/Options Included in Proposal</u>	<u>Cat</u>	<u>Base License Fee</u>	<u>Disc %</u>	<u>Discount</u>	<u>License Fee</u>	<u>Annual M&S</u>
				-	-	-
				-	-	-
				-	-	-
Optional Features Licenses		-			-	-

Total Product Center & Optional Software Licenses					Total License Fee	388,500
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Travis County

Justice of the Peace Court Case Management System

Professional Services

Travis County, Texas JP Courts Proposal

Project Services

Proposal Valid for 120 Days

Project Management	Months	PM Dedication	Total PM (Hours)
Estimated Duration of Project (Months)	15	80%	2,016
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Services by Activity

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Customization	31.25	149.00	\$ 37,250	
Interfaces	0	149.00	\$ -	
Subtotal - Technical Services	2,150		\$ 320,350	
Implementation Services	Days	Hours	Rate/Hour	Cost
Fit Analysis	-	-	149.00	\$ -
Setup, Configuration & Consulting	134.38	1,075	149.00	\$ 160,175
Initial Training	65.00	520	138.00	\$ 71,760
Go-Live Assistance	110.00	880	138.00	\$ 121,440
Follow-up Training	20.00	160	138.00	\$ 22,080
Subtotal - Implementation Services		2,635		\$ 375,455

Total Project Services	Hours	Services Cost
	6,801	\$ 1,018,365

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Appendix A – Business Process Review

Precinct (# of Users)	Additional case types, etc
Pct 1 (16):	FTA, VPTA
Pct 2 (35):	FTA
Pct 3 (24):	FTA, VPTA
Pct 4 (18):	FTA, VPTA, Writs of Reentry
Pct 5 (15):	FTA Cases JP5 does the least volume of cases because they are located in the City of Austin Student Loan Cases – Fees are not paid up front even though this is a Civil Case
Constables(22)	If they want to have the Constables make changes to the service events in Case Manager.
Tax Office Collections (15-18)	N/A
Special Training Needs	
Tax Office (Collections) will need to be trained on taking payments on cases.	
Constables will need to be trained on updating service events and possibly financials.	

Criminal Citation & Case Initiation (Statement of Work Section 2.1.1.2)				
Comments/Notes	Potential Process Change	Potential System Change	Complexity (H/M/L)	
CJS – Party Search – The case always has the name that the officer wrote on the citation, which is not necessarily what the system has as the “current known name.” In CJS the user first searches the system to find the correct PID. Once the correct PID is found they have to find the correct “sequence number” of the AKA name that matches the Citation. If the correct AKA name is	N	N	-	-

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<p>not in the system they add it as a new sequence number.</p> <p>Odyssey – At Case initiation the user has the ability to search the system to add the correct party to the case. The user will also have the ability to choose which AKA name to use (if already in the system) or create a new AKA name. If a party was searched and the correct person is not in the system, the users will have the ability to add them without exiting the current Citation/Case being added.</p>				
<p>CJS – Codes are not searchable within the user interface. The users have several lists of codes kept manually in Binders and Cheat Sheets that they use to look up appropriate codes, such as the correct offense code.</p> <p>Odyssey – The codes will be searchable within the system.</p>	Y	N	-	-
<p>CJS – Vehicle Information is not stored on the party record, so it has to be entered on every Citation regardless of whether or not the person was previously in the system.</p> <p>Odyssey – Vehicle information will save with the party record, which will eliminate the need to re-enter the same vehicle information. Additionally, multiple vehicles can be attached to each party.</p>	Y	N	-	-
<p>CJS – The CJS system does not allow the users to enter more than two violations at a time on the citation. The user must save the citation and later attach any additional violations.</p> <p>Odyssey – Allows as many violations as needed on the citation.</p>	Y	N	-	-
<p>FACTS (JP4) – The system has several different citation templates for the different agencies turning in Citations. They all have the same input fields but in different order. The users typically choose the template that they like and just always use that template regardless of the filing agency.</p> <p>Odyssey – There is a standard TX citation template. This template has significant flexibility in terms of the number of fields available. Therefore it is assumed that the current Odyssey citation template will be sufficient.</p>	Y	N	-	-
<p>FACTS (JP4) – The File date is the date the citation is given to the JP office, not the date that the citation is entered in the system.</p> <p>Odyssey – The current date is automatically entered as the File</p>	Y	N	-	-

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<p>date on the cases originating from Citations, so if they continue this process the file date can be manually updated as part of the case initiation process.</p>				
<p>FACTS (JP4) – In FACTS there is a checkbox for the user to indicate whether or not the citation was “Signed” or “Unsigned” by the defendant. This check box determines whether or not the “Appear by” date field is required. For unsigned citations (i.e. Accident citations that are mailed, School tickets, or refusals to sign), the appear by date is not required and the defendant is mailed a notice.</p> <p>Odyssey – The case type can be setup to either always make the Appear by date required or always make it optional. There is currently no functionality in Odyssey that would make the Appear by date required/optional based on whether the citation was signed or unsigned. Accommodating this functionality in Odyssey will require a modification to the application.</p>	Y	Y	L	100 hrs
<p>Failure to Attend School/Parent Contributing to Non-Attendance</p> <ul style="list-style-type: none"> • These are filed in batch <ul style="list-style-type: none"> ○ There is no consistent schedule as to when they are brought to the office ○ Current Systems do not have batch filing capabilities. • The school brings in the complaint which will have whether they are filing on the parent, student, or both. <ul style="list-style-type: none"> ○ Cases are grouped by School (JP1) so that these cases can be heard in the same court session <ul style="list-style-type: none"> ▪ Docket is split into about 35 cases per hour ▪ JP3 does cattle call type dockets ○ For PCNA for elementary students there is a separate docket <ul style="list-style-type: none"> ▪ JP3 has all of their PCNA and FTAS cases in the same docket <p>Odyssey – This can all be done in Odyssey with no major additional configuration or development</p>	N	N	-	-

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Ticket Entry				
Comments/Notes	Potential Process Change	Potential System Change	Complexity (H/M/L)	
<p><i>Do any County and State Law Enforcement agencies currently submit any electronic ticketing to your JP Offices?</i></p> <ul style="list-style-type: none"> Not at this time but will want to use this when it is available in Odyssey SO and Constables use Brazos for Citations 	N	N	-	-
e-Citations – Not at this time but will want to use this when it is available in Odyssey	N	N	-	-
<p>JP1,2, and 4 are interested in receiving e-citations in batch from Toll Roads</p> <p>Odyssey – Collin County has this functionality to get citations in batch from the NTTA (North Texas Toll Authority)</p> <ul style="list-style-type: none"> This solution created for Collin County may work for Travis County. If not, then there might have to be some customization specific to Travis County. This item, as optional functionality, was not sized (marked “Wish List” or WL). 	Y	Y	M	WL

Forms Generation, Document Scanning and Management (Statement of Work Section 2.1.1.2)				
Comments/Notes	Potential Process Change	Potential System Change	Complexity (H/M/L)	
CJS/Mapper - Currently no scanning capabilities.	Y	N	-	-
Odyssey – The Users will have scanning capabilities in Odyssey, however they will need to purchase scanners.				
<p>Mapper - Civil Forms are printed out of Mapper on a case by case basis, no batch forms. Each form is modified manually before printing.</p> <p>Odyssey – Allows users to print forms for individual cases or in batch. This will be a significant reduction in work load for users because they will no longer need to modify every form before it is printed.</p>	Y	N	-	-
CJS - Criminal Forms – Some are printed out of CJS but most are kept in Microsoft Word outside of the system	Y	N	-	-

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Odyssey – Odyssey uses Microsoft Word for form merging, so all of the forms outside of the system can be entered in the system. This will be a significant reduction in work load for users because they will no longer need to modify every form before it is printed.				
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Financial: Assessments, Collections, Payment Plans (Statement of Work Section 2.1.1.3)				
Comments/Notes	Potential Process Change	Potential System Change	Complexity (H/M/L)	
<p><i>Do you allow payment plans?</i></p> <ul style="list-style-type: none"> Yes, but they are sent to collections office. The collections office is currently on a separate system called Haimer, but they are discussing the possibility of the collections users having access to take payments on Odyssey cases. 	Y	N	-	-
<p><i>Do you charge a \$2.00 Administrative Fee?</i></p> <ul style="list-style-type: none"> Each JP office collects the \$2.00 Admin Fee once per case, except for JP4 which charges the \$2.00 Admin Fee per transaction (because FACTS allows the user to enter partial payments). The collections office charges the \$2.00 Admin fee per transaction <p>Odyssey – Odyssey would need to be setup to prompt the user if they want to assess the \$2.00 Admin fee when taking a payment. This can be setup differently for each JP office to match their needs.</p>	N	N	-	-
<p>The Admin fee was used for \$10 Driver’s Safety Course Fee, \$10/\$20 Dismissal Fees, and the \$2.00 Admin fee in JP3.</p> <ul style="list-style-type: none"> This could be applicable to all JPs <p>Odyssey – This functionality exists in Odyssey, however in order for the functionality to work correctly in these fees will need to be separated into their own fee codes.</p>	Y	N	-	-
<p>Plea Prompt for Payments – Users asked “Is there a way to make the plea required when the plea prompt appears for the users when they attempt to make a payment on the case that does not have a plea”</p> <ul style="list-style-type: none"> Currently the prompt comes up and can be configured to allow the user to enter the plea at that time, but there is currently no functionality that will allow this to be setup as required fields. 	Y	N	-	-

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<ul style="list-style-type: none"> ○ The user can just exit the window without entering a plea and continue to take a payment. ● Because this functionality does not exist in CJS and FACTS, we will note this as a “wish list” item, but will not size it as a modification. 				
<p>Time Payment Fees – Odyssey has this functionality. The Time Payment fee is added based on the Disposition Date in Odyssey, so:</p> <ul style="list-style-type: none"> ● Collections users may need to have the right to add a disposition at the time when they take the first payment 	N	N		
<p>Note – See Collections Processing Section below for more information on the collections process.</p>	N/A	N/A	-	-

Collections Processing (SB 1778)				
Comments/Notes	Potential Process Change	Potential System Change	Complexity (H/M/L)	
<p><i>Do you have an internal collection agency?</i> YES – Tax Office</p> <ul style="list-style-type: none"> ● JP offices decide which cases go to the Tax Office for collections ● Cases selected could be cases where the Defendant requests a payment plan. ● When someone comes in to make a payment on a payment plan, the JP office has to send them to the Tax Office because they cannot take money for cases that are in the Tax Office Collections program. <ul style="list-style-type: none"> ○ JP4 – The Tax Office does have the ability to remotely take payments on FACTS cases. <p>Odyssey – The collections users can be given access to Odyssey to take payments in the JP case directly, which would eliminate having to jump between two systems and duplicating entries.</p>	Y	N	-	-
<p>Note – Because payments were receipted in both the Case Management systems (CJS and FACTS) and EZJustice (Haimer), there will need to be some rules for a custom conversion to ensure that the financials are converted correctly.</p>	Y	N	-	-

Travis County Justice of the Peace Court Case Management System

<p><i>When are delinquent cases sent to a third party collection agency or law firm?</i></p> <ul style="list-style-type: none"> When the Tax office has exhausted all resources <p>The Tax office handles sending these cases to third party collections</p> <ul style="list-style-type: none"> MSB and Linebarger Currently, cases are split 50%-50% between these two agencies, but in Odyssey that is not possible to automate with current functionality. <p>Odyssey – If they want to continue this process of splitting the cases between two third party collections agencies in Odyssey, the export file will need to be manually divided prior to distributing to the collections agencies.</p> <ul style="list-style-type: none"> There was mention by the users that they may choose one Third Party Collections Agency to use in the future, which will eliminate the need for any manual separation of the export file. 	Y	N	-	-
<p><i>Does third party collection agency or law firm always receive 30% fee?</i></p> <ul style="list-style-type: none"> Yes <p>Odyssey – This can be done in Odyssey manually on a per case basis or it can be automated with SB1778 Report.</p>	N	N	-	-

Financial: Reporting and Disbursements				
Comments/Notes	Potential Process Change	Potential System Change	Complexity (H/M/L)	
<p><i>Do JP Courts disburse their own checks to appropriate agencies or does the auditor handle this?</i></p> <ul style="list-style-type: none"> Handled by Joe Alvarado (Accountant) for all JP offices Weekly, all money is put into an escrow account with the Auditor <ul style="list-style-type: none"> At the end of the month a report is run for the Auditor to disburse as necessary Outside agencies checks are cut individually QuickBooks is used to cut checks <ul style="list-style-type: none"> Each office has their own QuickBooks entity <p>Odyssey – This functionality exists in Odyssey today.</p>	N	N	-	-

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<p>They currently have a report that will show Fines that were collected by agency that they distribute to the agencies for them to see what money they are owed.</p> <p>Odyssey – There is a Compliance Report in Odyssey that gives the break down by agency but it does not split out specific fee categories or fees. It shows the total court cost on the case rather than just the fees that are applicable to the agencies (such as Fine Amounts/Arrest Fees). A modification would be needed to the compliance report to break out the specific fees. Note – If Travis County is on tier 1 support, the Enterprise Custom Reporting add-on would be available and may provide another solution.</p>	N	Y	L	150 Hrs
<p>End of Day Financial Activities:</p> <p>FACTS (JP4) – (Till = Register in FACTS) Each users has their own till where they accept money for both Criminal and Civil, however the end of day balance report separates Criminal and Civil transactions.</p> <ul style="list-style-type: none"> They would like to have this continued to be split however this cannot currently be done using the till balance report. <p>Odyssey – In Odyssey, this breakdown is available by running the receipt Journal by user and by case category.</p> <p>CJS – A balance sheet is printed out of the system and compared to the physical cash bag for each person. All of these reports and money bags are compiled into one deposit that is verified the next morning by department leads or office managers.</p> <p>Odyssey – This can be done in Odyssey with normal configuration and functionality.</p>	N	N	-	-
<p>Auditors Currently using HTE but they are most likely going to SAP</p> <ul style="list-style-type: none"> There is no integration with the current systems <p>Odyssey – No impact to Odyssey.</p>	N	N	-	-
<p>Mid-day audits can occur.</p> <p>Odyssey – This can be done using the “View my Current Till” functionality in Odyssey.</p>	N	N	-	-
<p>A balance sheet is turned into the Auditors on a monthly basis</p> <ul style="list-style-type: none"> This is currently done in QuickBooks but there is always a problem with the disbursements in the case 	N	N	-	-

Travis County Justice of the Peace Court Case Management System

management systems matching what is in QuickBooks				
Odyssey – Odyssey Financial Manager can be used and can be used for a balance sheet.				

Docketing (Statement of Work Section 2.1.1.5)				
Comments/Notes	Potential Process Change	Potential System Change	Complexity (H/M/L)	
FACTS, CJS and Mapper all have similar functionality in terms of Docketing.	N	N	-	-
Odyssey – The Events Tab in Odyssey will cover this functionality				
There is also a Register of Actions				
Odyssey – The Case Summary is similar to the Register of Actions. <ul style="list-style-type: none"> • The Case Summary title can easily be changed to Register of Actions. • What is seen in the Odyssey Case Summary is customizable to some extent with the current functionality. 	N	N	-	-

Calendars (Statement of Work Section 2.1.1.6)				
Comments/Notes	Potential Process Change	Potential System Change	Complexity (H/M/L)	
Calendars <ul style="list-style-type: none"> • Currently there are no calendars kept in Mapper or CJS • Dockets will be going forward - no conversion <ul style="list-style-type: none"> ○ Calendars are currently kept on GroupWise • Hearing Notices <ul style="list-style-type: none"> ○ Notices are printed one by one. • JP4 Dockets are printed from 'Facts' <ul style="list-style-type: none"> ○ Hearing history will need to be converted <ul style="list-style-type: none"> ▪ Whatever is on the ROA (Registry of Actions) needs to be converted <ul style="list-style-type: none"> • Sort of like events 	Y	N	-	-
Odyssey – Calendars can all be done in Odyssey going forward. There will only be a conversion for JP4.				

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Warrants / Failure to Appear and Violate Promise to Appear Cases Processing (Statement of Work Section 2.1.1.7)				
Comments/Notes	Potential Process Change	Potential System Change	Complexity (H/M/L)	
<p><i>Do your JP offices send courtesy notices prior to issuing a warrant?</i></p> <p>JP5 sends notices on a case by case basis</p> <ul style="list-style-type: none"> • Word Merge <p>JP3 – Issues a letter if the Defendant does not sign the citation</p> <p>Odyssey – This can be done in batch or on a case by case basis in Odyssey.</p>	Y	N	-	-
<p><i>Do your JP Offices generate warrants? Manually or in batch or both?</i></p> <p>Yes, Manually</p> <p>Odyssey – This can be done with a semi-automated process in Odyssey or it can continue to be done manually.</p>	Y	N	-	-
<p><i>Do you add a fee to cases when a warrant is issued?</i></p> <p>Yes, \$50 Warrant Fee</p> <ul style="list-style-type: none"> • They do not want the warrant fee to be added automatically when a warrant is added to the system. See explanation below. 	N	N	-	-
<p>When a Warrant is added to the case it is initially added with a “Requested” status</p> <ul style="list-style-type: none"> • They do not want the Warrant fee to be added when the warrant is first added to the case but they do want the system to automatically add the fee when the status is changed to “Issued”. <ul style="list-style-type: none"> ○ The Warrant should add a Warrant Requested Event when the warrant is added ○ When the Warrant is signed the status on the Warrant is changed to Issued <p>Odyssey – Adding the Issued status can add a Warrant Issued Event that can be configured to add the Warrant Fee to the case, which will match the client’s current process.</p>	Y	N	-	-
<p><i>Do your JP Offices create/handle FTA (Failure to Appear) and VPTA (Violate Promise to Appear) cases (whereas additional cases are created from an existing case)?</i></p> <p>FTA/VPTA cases</p>	Y	N	-	-

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<ul style="list-style-type: none"> • Both FTAs and VPTAs are filed in JP1,3, and 4 <ul style="list-style-type: none"> ○ Both the original case and the FTA/VPTA are entered into OMNI ○ For cases that the Defendant signs the ticket and does not appear <ul style="list-style-type: none"> ▪ VPTA is filed ○ Cases that do appear initially, enter a plea, but then do not show <ul style="list-style-type: none"> ▪ FTA is filed • JP2 and JP5 only do FTAs – they do not do VPTA cases. <ul style="list-style-type: none"> ○ FTA cases are created per violation regardless of whether or not they are on the same citation or not. ○ JP2 does not issue any letters, postcard, etc for FTA cases <p>Odyssey – There is functionality in Odyssey to create FTA/VPTA cases in batch using List Manager. This can be a significant time saver compared to creating the cases manually one at a time.</p>				
<p><i>Do your JP Courts send any type of form or notice to defendants after a warrant has been issued?</i></p> <p>No notice is sent after a warrant is issued.</p>	N	N	-	-

Magistrate Functions: Magistrate Warnings, Bonds, Inquests (Statement of Work Section 2.1.1.8)				
Comments/Notes	Potentia l Process Change	Potentia l System Change	Complexit y (H/M/L)	
<p>Do your JP offices complete Magistrate Warnings?</p> <ul style="list-style-type: none"> • JP5 – Currently done manually and counted manually <p>Odyssey – This manual process can continue. In Odyssey this is a free text field when running the Monthly JP OCA Report.</p>	N	N	-	-
<p>Cite and Release Codes – JP5</p> <ul style="list-style-type: none"> • 7 offense codes (Class B's and one Class A Misdemeanor) <ul style="list-style-type: none"> ○ Ex. DWLI, POSS, Graffiti • Hearing is set • Commitment Orders are issued <ul style="list-style-type: none"> ○ Defendant appears before a Judge and the case is transferred to the County Court. <p>Odyssey – A case type can be created for these cases, however there will not be integration between Odyssey and the County Court Case</p>	N	N	-	-

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Management System (FACTS) for the transferred case.				
Do your JP Offices perform inquests? <ul style="list-style-type: none"> None of the JP offices do inquests, they are all done by medical examiners 	N	N	-	-
Bonds <ul style="list-style-type: none"> Cash Bonds Appearance Bonds are accepted – Not Guilty Pleas after they are in Warrants or in Collections <ul style="list-style-type: none"> Bond is posted at the Constables Office <ul style="list-style-type: none"> The Money is immediately disbursed to the JP office <ul style="list-style-type: none"> Constable cuts a check that goes into the JP Bond Account Clerks set them up for Pre-Trial Appeal Bonds <ul style="list-style-type: none"> Money is receipted as a bond and the case status is changed to indicate the case was appealed. JP5 <ul style="list-style-type: none"> Appearance Bonds – Not Guilty Pleas after they are in Warrants or in Collections Deferrals Fees are entered as Special Deferrals Bonds <ul style="list-style-type: none"> Instead of turning the money over to the county right away the money is held at the JP Office Surety Bonds Entered in the system as a note basically Non-Monetary bonds accepted from Attorneys PR Bonds Peace Bonds Civil Occasionally Bonds are taken on Civil Cases <ul style="list-style-type: none"> Appeal Bonds <p>Odyssey – All of these bonds can be handled in Odyssey. For Cash Bonds that are taken in the Constable’s office, the Constable users can be given access to add Bonds and receipt money in Odyssey if needed.</p>	N	N	-	-

Dispositions and Judgments (Statement of Work Section 2.1.1.9)				
Comments/Notes	Potential Process Change	Potential System Change	Complexity (H/M/L)	
FACTS (JP4) – Dispositions have “Workflows” that take the users	Y	N	-	-

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<p>to the specific screens needed for their dispositions. The user can choose not to use these workflows but they make sure nothing gets skipped.</p> <p>Odyssey – Odyssey has a Case Close function which allows multiple case close options on one screen. In addition, the disposition tab has multiple fields in one location to dispose the case. There can also be Event driven automation that will update several fields with the entry of a single event.</p>				
<p>FACTS (JP4) – Jail Time Credit can be given to all fees except for OMNI fees. The system automatically excludes Omni Fees.</p> <p>Odyssey – Odyssey can handle this. If the OMNI fees are in a fee schedule by itself it can manually be excluded when Jail time Credit is given by simply unselecting the OMNI fee schedule.</p>	N	N	-	-
<p>Cases Statuses and Dispositions:</p> <ul style="list-style-type: none"> • The status history is not stored in CJS <ul style="list-style-type: none"> ○ When they enter a status the previous status is overwritten ○ Disposition is entered and a Disposition status is also entered <p>Odyssey – Odyssey will store all of the case status and disposition history.</p>	Y	N	-	-

Deferred Disposition / Deferred Adjudication Process				
Comments/Notes	Potential Process Change	Potential System Change	Complexity (H/M/L)	
<p>The Deferred fee is the same as the fine, but the Judge reserves the right to bump up the fee up to the \$200 maximum.</p> <p>Odyssey – Currently Odyssey can automatically take the Fine amount and move it to the Deferred Fee upon entry of a specific event. If the JP office adds an additional amount to the Deferred Fee, Odyssey can be configured to handle this as well.</p>	Y	N	-	-
<p>JP5 the Deferred Fee is received as a Bond</p> <p>Odyssey – This functionality is currently available in Odyssey, however if JP5 decides to take advantage of the Event driven Deferred Disposition functionality in Odyssey it will be added as a regular fee. If JP5 decides to keep their current process, they will have to have their own Deferred Disposition Event code and</p>	Y	N	-	-

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the process of adding a bond for this will be manual. Any adjustments to the fines and fees will be manual also.				
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State Reporting (Statement of Work Section 2.1.1.10)				
Comments/Notes	Potential Process Change	Potential System Change	Complexity (H/M/L)	
Monthly OCA report – Currently this is tracked manually.	Y	N	-	-
Odyssey – This can be run out of Odyssey.				
GASB Report <ul style="list-style-type: none"> Currently there is a difference between assessed fees and presumed fees for GASB reporting in FACTS. 	Y	N	-	-
Odyssey – Odyssey handles this report a bit differently so there is no need to differentiate assessed and presumed fees.				

General Statistical & Other Reporting (Statement of Work Section 2.1.1.11)				
Comments/Notes	Potential Process Change	Potential System Change	Complexity (H/M/L)	
Receipt Journal for daily transactions (One Criminal and one Civil)	N	N	-	-
Odyssey – This is a standard report in Odyssey that can be run for Criminal or Civil Separately.				
Cases filed by Jurisdiction report for a specific date range <ul style="list-style-type: none"> Example: Number of Failure to Attend School (FTAS) cases filed by a specific school during the month. 	N	Y	L	WL
Odyssey – If Travis County is on tier 1 support, the Enterprise Custom Reporting add-on would be available and may provide a solution. Also, Travis County IT will be trained in SQL queries as part of this project, so they could create a query to get this information. For a built-in report, a mod would be needed (considering it as “Wish List”, due to the other options available).				

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Omnibase Processing				
Comments/Notes	Potential Process Change	Potential System Change	Complexity (H/M/L)	
<p><i>Do your JP Offices send information for delinquent cases (including updates) to Omnibase via text file?</i></p> <p>No – but this can be done in Odyssey</p> <ul style="list-style-type: none"> • They manually enter the cases into the RES OMNI software to submit to DPS <ul style="list-style-type: none"> ○ Then they go into CJS and add the \$30 OMNI fee ○ 30 days from being entered in OMNI a warrant is issued. <p>Odyssey – The OMNI report in Odyssey will create a text file that can be uploaded to the DPS RES software for submission. Additionally the \$30 OMNI fees can be added to the cases using this report.</p>	Y	N	-	-
<p>OMNI – JP2</p> <ul style="list-style-type: none"> • DPS rejects submissions that do not have an exact name on the record <ul style="list-style-type: none"> ○ JP2 currently submits each case individually to ensure none get rejected. <p>Odyssey – In the future the Odyssey text file can be exported and uploaded to RES</p> <ul style="list-style-type: none"> • Any rejections would have to be updated in RES if they are rejected • Alternately RES can be independently maintained (as it is now). 	Y	N	-	-
<p>FACTS - JP4</p> <ul style="list-style-type: none"> • “Sent to Omni” event is added to the case • Cases are imported into RES for OMNI Submission • OMNI fee is manually added when a payment is made <p>Odyssey – Adding the OMNI fee can be done automatically with the OMNI report in Odyssey.</p>	Y	N	-	-

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Hot Checks Processing				
Comments/Notes	Potential Process Change	Potential System Change	Complexity (H/M/L)	
<p><i>How is restitution tracked for Hot Check cases entered by the JP courts?</i></p> <ul style="list-style-type: none"> • JP1, 2, 3 does not collect restitution • JP4 typically does not receipt restitution <ul style="list-style-type: none"> ○ If the defendant brings cash for the restitution in which case they will accept the restitution • JP 5 does not do hot check cases <p>Odyssey – The current functionality in Odyssey can support this.</p>	N	N	-	-

DL Suspensions Hearings				
Comments/Notes	Potential Process Change	Potential System Change	Complexity (H/M/L)	
<p>JP2 and JP4 do DL Suspension Hearings. Not done at JP3.</p> <p>Odyssey – This is handled in Odyssey as a standard civil case type. History will need to be converted.</p>	N	N	-	-

Constables – Service Events				
Comments/Notes	Potential Process Change	Potential System Change	Complexity (H/M/L)	
<p>Constables</p> <ul style="list-style-type: none"> • Currently they use their own stand alone warrant tracking system • They only use Tiburon to show other agencies the constable warrants <p>Odyssey – It appears that the best solution for now (without LE module) would be to give the constables have limited access to Odyssey to update citations, etc.</p> <ul style="list-style-type: none"> • Also they might need access to Odyssey to receipt money on JP cases. • This is a decision that will have to be made by each JP office. If the constables are not given access, then it will be up to the JP office to update service events 	Y	N	-	-

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Civil Case Initiation – Small Claims / Other Civil / Evictions (Forcible Entry Detainer)				
Comments/Notes	Potential Process Change	Potential System Change	Complexity (H/M/L)	
The Civil Mainframe system that is currently used in Travis County is “Mapper”, with the exception of JP4 which uses FACTS.	N/A	N/A	-	-
<p><i>Do you require all court costs at the time the case is filed?</i></p> <p>No – Service fees are assessed on a per case basis</p> <p>Odyssey – This can be handled either way in Odyssey – at case initiation or on a per case basis.</p> <ul style="list-style-type: none"> Court Costs that are always the same could be setup to be added to the case automatically at case initiation and other fees that vary can be added as required. 	N	N	-	-
<p>Mapper – The Civil cases are entered into Mapper but all payments are receipted into QuickBooks because Mapper does not handle financials.</p> <p>Odyssey – Odyssey financials will be available for Civil cases.</p>	Y	N	-	-
<p>Mapper – Any Citations are printed automatically based on case type and Citation type, however users have to modify each form with case specific information before it is printed.</p> <p>Odyssey – Odyssey cannot automatically choose the correct form based on case type; however it can automatically bring up a form based on an event that is added to the case.</p> <ul style="list-style-type: none"> Citations will be entered as events in Odyssey, so we can set up the event codes to print specific forms. 	Y	N	-	-
<p>Mapper – field PA1 stores Attorney or Agent information. It appeared to be free text field.</p> <ul style="list-style-type: none"> JP3 enters “Name” / “ATTY or AGENT” <ul style="list-style-type: none"> For Example, John Smith/ATTY <p>Odyssey – This will need to be taken into account during the data conversion. In Odyssey, party type will be stored separately from the party name.</p>	Y	N	-	-
<p>Mapper – Evictions get set for a Hearing at Case initiation</p> <p>Odyssey – Odyssey can be setup to automatically add a hearing to the case at case initiation. This can be done on the Case Type Code Configuration.</p>	Y	N	-	-

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Mapper – The party DL# and SSN fields only allow the user to enter the last 3 digits	Y	N	-	-
Odyssey – This will need to be taken into account during the data conversion.				
E-filing <ul style="list-style-type: none"> • Texas Online is used to pay for civil cases • There is no interface with the current system <ul style="list-style-type: none"> ○ Cases are manually entered in Mapper ○ JP5 does the majority of the E-filing cases 	Y	N	-	*
Odyssey – The Travis JPs are interested in interfacing with Texas Online for the purpose of e-filing. Odyssey currently has an interface with Texas Online. This can be used by the JPs without additional licensing. However, additional Tyler consulting hours will be required to configure Odyssey and assist with testing and go-live. Considered as out of scope for this implementation—the functionality is not available today.				

Protection Orders				
Comments/Notes	Potential Process Change	Potential System Change	Complexity (H/M/L)	
<p><i>Do your JP Offices do <u>Emergency</u> Protection Orders?</i></p> <ul style="list-style-type: none"> • JP5 Does do them – Not entered in Criminal system (Manual count for OCA) 	Y	N	-	-
Odyssey – We could create a case type in Odyssey to keep track of these Emergency Protection Orders. A report can be run at the end of the month to count how many were done.				

Public Access				
Comments/Notes	Potential Process Change	Potential System Change	Complexity (H/M/L)	
<p><i>Are they using Public Access?</i></p> <ul style="list-style-type: none"> • No • Some have a public terminal for the public 	Y	N	-	-
Odyssey – A view only, web based case inquiry system is available and part of the Odyssey product suite.				

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Labels				
Comments/Notes	Potential Process Change	Potential System Change	Complexity (H/M/L)	
<p>JPs use preprinted case number labels for all Civil File Jackets.</p> <p>Odyssey – There is an export for Odyssey that allows printing of the color coded case number labels. This would require Travis County to purchase additional hardware and third-party software. Alternately, the built-in label forms can be printed and affixed to the file folders. This will allow multiple users to enter cases at the same time.</p>	Y	N	-	-

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Appendix B – Functional Matrix

REQUIREMENT	ODYSSEY SYSTEM INCLUDED FUNCTIONALITY	TYLER'S COMMENTS/RECOMMENDATIONS
Application Interface		
Ability for all suites/modules/applications of the solution to be fully integrated and operate as a single application.	Y	
Ability to "smart-fill" fields, or allow selection from pick list, based on partial data entry.	Y	
Ability to access other input screens and modules without backing out of menus or menu paths.	Y	
Ability to alert users when private notes or comments exist on a case, subject to the viewing privileges established.	Y	
Ability to allow batch process changes or deletes with proper security.	Y	
Ability to automatically pre-fill default field values based on transaction type and system context.	Y	On certain fields
Ability to configure user defined menu's for each specific user or group of users.	Y	Eliminate tabs and options in left navigation bar
Ability to copy a field's value to another field using standard MS Windows conventions.	Y	
Ability to create groups of related cases from single or multiple filings such that initial and subsequent entries can be applied to each case in group.	Y	Can do related cases and mark one as lead. List manager can be used to apply entries to multiple cases, related or not related.
Ability to denote cases as active or inactive.	Y	
Ability to eliminate manual data entry of numeric codes to create events, forms, actions, etc. All user data and field labels use English-language text as opposed to code-based representations, or elements and values for pull-down lists which are customized.	Y	
Ability to enter and modify charge codes which are based upon state statute/local ordinances level and degree.	Y	
Ability to have on-screen help available for each screen.	Y	
Ability to highlight missing required elements upon transaction entry.	Y	
Ability to notify the user when modifications have not been saved prior to closing the window or exiting the application.	Y	
Ability to print any screen display w/o resorting to 'pasting screen shot into other application' and print any document that is available on-line.	Y	
Ability to provide a consistent user interface across all components.	Y	
Ability to provide code tables that allow administrator to define default values for entry fields.	Y	On certain codes/fields
Ability to provide for admin-defined edit and data validation checks. This could apply to date formats or required relationships (e.g., the date of answer must be after date filed).	Y	Many are system defined. Others are configurable by system admin.
Ability to provide help prompts or pull-downs for each definable field.	Y	Custom Online Help defined by customer.
Ability to provide keystrokes for rapid data entry and movement from screen to screen ("hotkeys" or 'pre-fill' coding reduction techniques).	Y	
Ability to select data entry fields as (configurable) mandatory fields with visual cues and prohibit skipping field.	Y	On certain fields

Ability to support alternative dispute resolution, and other case management methods that allow for assignment of cases for scheduling and setting time standards for completion of specific events.	Y	
Ability to undo any action or entry made to a case.	Y	
Ability to utilize effective dates (past and future) for all transactions, offenses and fines.	Y	
Ability to view 'month at-a-glance' docket calendar and 'drill down' through a particular day to view case details.	Y	
Ability to view text fields, such as case notes, with sufficient characters and available lines to fully document actions on case.	Y	
All system data searches are case insensitive (e.g. search for Jim Jones, will return both jim jones, and JIM JONES).	Y	
Ability to provide notification to the user if a record in a current, open session, that the user has already modified but not saved, has been changed by another user since the user retrieved that particular record.	Y	
Consistent Look & Feel between all screens and modules.	Y	
Context appropriate Help functions.	Y	
System shall have tickler capability with pop-up alerts/reminders: identify events coming due or overdue, periods about to expire or expired (e.g., DSC/DEFR due date, answer or response due), events of which user should be aware (e.g., approaching maximum number of continuances), Warrants, Dangerous Def, etc., with an option to display additional information or not.	Y	
Document generation using user defined templates.	Y	
Easy to use and user friendly screens and prompts.	Y	
Fast and simple access to shared data with a single integrated database. Updating of any data element occurs only once, and is then reflected throughout all modules with all unique data elements occurring only once in the database.	Y	
Generate alert or some visual identification when displaying cases that are not public record (e.g., confidential cases).	Y	
System shall produce meaningful error messages.	Y	
Produce output on standard laser printers.	Y	
System shall be graphically based and intuitive, i.e. clicking a Plea No Contest or Sentence to Driving School button, automatically adds events required to the case and automatically generates necessary forms.	Y	
Ability for capturing profiling information (zip code, sex, officer number, ethnicity, reporting agency, docket, offense date, and INS tracking number).	Y	
Ability for field pre-fill when parties already exist that relate to new case, followed by user-initiated search for duplicate parties and attorneys that user can associate with the current case, if appropriate, to avoid unnecessary data entry.	Y	
Ability for name search on various combinations of a person's or party's name, partial name, and soundex including aliases.	Y	
System shall provide default field entries where practical and shall allow user overwrite.	Y	On certain fields
System will be maintained and updated in accordance with State of Texas laws, statutes, and regulations related to local government justice functions.	Y	
System shall use terminology that is pertinent to government functions.	Y	

User interface shall allow the user easy access and navigation between various parts of the system, such as docketing, scheduling, calendars and accounting and context sensitive Help menus.	Y	
System shall contain workflow processes for routine business procedures.	Y	
System shall search/display criminal cases by case number, name, and citation number.	Y	
Ability to handle look-up and retrieval of case information by identifying a specific party name and role, along with a case filed date range. If multiple matches are found, allow elimination of non-relevant cases or parties that satisfy original look-up.	Y	
Ability to coordinate and track changes in case (e.g., for cases transferred to general jurisdiction court), individual identifiers (e.g., across courts, criminal support units, CJ agencies, and non-justice agencies), and other identifiers.	Y	
System shall provide capability to print or display template forms with and without entered data.	Y	
System shall provide capability to retrieve addresses of attorneys, parties, and participants who should receive specific documents from within various locations in system and database (e.g., attorney, party, participant records or tables).	Y	
System shall provide the ability to send notices to any or all persons or organizations involved in cases. In cases with multiple active parties, show names and primary (e.g., as designated by party or attorney) addresses of all other active parties attorney.	Y	
System shall provide customizable code tables that allow for administrator editing.	Y	
System shall use current address in documents based on document date compared with address histories.	Y	
Case Initiation		
Ability for flags listed on citation entry screen (HAZMAT, CDL, CMV, work zone w/workers present, school zone, 25+ mph over limit, etc) to directly affect the fine and ability of Def to take DSC.	Y	
Ability for supervisors to consolidate a name, ID#, drivers license number, etc. in the central names database.	Y	
Ability for system to carry over (copy) information from a linked case into the new case being initiated (i.e. Defendant's prior cases to initialize VPA's and FTA's).	Y	Copy Case feature allows for some data to be carried over
Ability to auto-generate new sequential cause # for each case and record date file created. (Each offense on e-citation shall create new case).	Y	
Ability to edit existing record to generate and save as additional sequence so as to create an historical record of changes.	Y	
Ability to enter a new current address for a defendant in the central names demographic file and have it displayed in all cases.	Y	
Ability to enter or assign a storage box number to a case to identify where the physical case file is stored.	Y	
Ability to flag mandatory court appearance traffic citations and to notify a cashier if a payment is attempted without defendant attending court. On-line payments shall be disabled for this case type.	N	Can add mandatory court appearance flag but does not disable payment taking (but can be handled by a business process change).
Ability to import and record citation electronically and initiate new case w/o data re-entry.	Y	
Ability to load, maintain, search and select offenses from Texas Statutes, applicable for each Court.	Y	

Ability to look up and enter an existing name from a central names demographic file or create a new name which will update the central names demographic file.	Y	If central names database is Odyssey, then yes, if it is another application, then no.
Ability to print copies of all the documents needed for the case or selectively print out selected documents.	Y	
Ability to process and link cases by alias names.	Y	
Ability to process foreign names w.r.t. accent marks, hyphens, spaces and apostrophes. (i.e. O'Hare, de La Pena, Rodriguez-Mendoza, and Goñzález)	Y	Can process hyphens, spaces, and apostrophes. Can't enter accent marks.
Ability to seal/expunge a case pursuant to statute requirements.	Y	
Ability to search names to assign to a case based on various selection criteria including: DOB, DL#, etc.	Y	
Ability to update and/or create defendant's name and address information in a central names database.	Y	If the central names database is Odyssey, then yes but if the central names database is a third party application, then a custom interface would need to be developed.
All pre-filled data fields shall be clerk editable with ability to save as additional sequence of record.	Y	
Manual citation entry shall have the option to select from multiple Admin constructed templates.	N	We have a few different citation templates to choose from. Additional templates could be developed if necessary. Based on the on-site review, the current available templates appeared to be sufficient.
System shall allow field for Alternate Case Reference when case must be transferred to another court.	Y	
System shall create and process Criminal cases with or w/o citation.	Y	
System shall have biographic data fields for: name address, phone, e-mail, age, weight, height, hair/eye color, race, gender subject to NCIC standards.	Y	
System shall have citation entry data fields for vehicle and trailer information: year, make, model, tag# & state, expiration date, DL# & expiration date, CDL, CMV, weight, etc. subject to NCIC standards.	Y	
System shall perform auto look-up when entering DL# and pre-fill citation form when database match is found.	Y	
System shall use defaults or menus for case initiation (e.g., new filing, transferred from another jurisdiction, reopened or remanded case, counter- or cross-claims).	Y	
System should allow at least 5 offenses per citation.	Y	
Ability to enter multiple violations with the same citation information, such as party, vehicle, make, model, license plate number, etc).	Y	
System should save the date and time a case is initiated	Y	
System work flows will allow clerks to proceed from the case initiation screen to other screens, to process docket information, warrant information, add assessments, add DSC/DEFER, add bond information, take payments, and final disposition.	Y	
Case data fields shall contain: date/time case received, file date, appearance date, offense date, and due dates.	Y	

Case Management		
Ability for appeals and transfer cases to higher court and ability to accept and record Appellate Bond.	Y	
Ability for creating processing and tracking Class C Bond.	Y	
Ability for normal DPS conviction report and DIC-15, DIC-81, & DIC-17 electronically created and transmitted from within the system. (Conviction information electronically sent to DPS & processes of FTA cases only if they are related to traffic conviction)	Y	
Ability to accept all data supplied on traffic citation or complaint document. (scanned, e-filed, or e-citation, or manual input).	Y	
Ability to accept credit for time served, waivers, or community service in lieu of payment (fine, fees and court cost) and apply according to disbursement rules.	Y	
Ability to calculate and report on the age of pending cases individually and by groups of cases.	Y	
Ability to create and issue arrest warrant w/pop-up alert or inbox notify to CN that new WR issued.	Y	
Ability to create Class C Judgment including Statutory Conditions, and process Other Filings.	Y	
Ability to create WR case for A/B and Felony cases for transfer to County and District Court.	Y	
Ability to create process & schedule Administrative case and record results of Administrative Hearing.	Y	
Ability to create record and communicate Emergency Protective Order to appropriate agencies and parties.	Y	
Ability to easily produce documents based on Judiciary events, such as FTA/VPA, show cause hearing set, summons letters, DSC granted, Deferral and/or extension to pay granted, etc.	Y	
Ability to electronically notify County Court of new case or transferred case.	Y	
Ability for CN to electronically create service returns and update case.	Y	
Ability to index cases by case parties (e.g., defendant, attorney, witness).	Y	
Ability to initiate Class C Case.	Y	
Ability to integrate with TLFTA (Texas License Failure to Appear) to prevent renewal of offender's driver's license or vehicle registration until citation delinquency is cleared.	Y	
Ability to issue & tracks Subpoenas.	Y	
Ability to issue a warrant after failure to appear as part of workflow processing.	Y	
Ability to issue Capias/Show Cause notice on failure to comply/complete terms of Judgment.	Y	
Ability to manage Class C Case File: record a plea, set case for Judge or Jury trial, record judgment for Case including verdict, fine, if applicable, and record bond (& type).	Y	

		Various reports exist which can be utilized for this purpose. Odyssey reports can be scheduled to run recurring, with output sent by e-mail automatically. Many reports indicate case status, so they may provide an acceptable solution. Also, optionally, the Odyssey Integration Toolkit outbound iXML publishing is available for a more custom solution (additional cost).
Ability to notify related agencies based on change in case status (e.g., negotiated plea).	N	
Ability to optionally generate a judgment form or set a court date from a list of delinquent cases.	Y	
Ability to print individual or batch case jacket labels for each case (Dymo or similar) without duplicate printing.	Y	
Ability to produce case event history and list documents attached to case.	Y	
Ability to recall Warrant from Constable and Case from TCCC when Def enters plea, posts Bond, or arranges for payment, and to process recalled/returned unexecuted Warrants and issue Capias Pro Fine.	Y	
Ability to display list of cases by offense date.	Y	
Case data fields shall contain: date/time case received, file date, appearance date, offense date, and due dates.	Y	
Ability to record Class C Notice of Appeal (including collection of fees, notification of case parties).	Y	
Ability to record deferred judgment including statutory conditions (e.g., alcohol/tobacco awareness classes, Driver/Boater Safety Course, community service) and defendant proof-of-completion and Judge's order for dismissal.	Y	
		We have the ability to track this information in various locations in Odyssey. In Odyssey Case Manager, a shell case can be created for this purpose as well (often called a "File Opening Document" case in other jurisdictions).
Ability to record results of Magstration or Warning Hearing including but not limited to: remanding to Juvenile Services, determination of probable cause, bond, indigence.	Y	
Ability to record Sentence and track modifications.	Y	
Case date fields shall contain significant dates: Offense date, filing, disposition, hearing, plea date, payment dates, case status & event date, etc.	Y	
Ability to record Verdict, including Verdict form, for inclusion in Case File.	Y	
Ability to set case for DSC (mandatory or requested)/DEFR and hold fine in presumptive status until Due Date and record proof of compliance w/ DSC/DEFR, etc.	Y	
Ability to set case for pre-trial and hearing.	Y	
Ability to set hearing for motion and record result of hearing.	Y	
Ability to set status of case to "inactive" or any other status currently in use.	Y	
System shall allow case link association (Parent-Student, Original-FTA case).	Y	

		Case Notes are editable and have security options, but they are not currently searchable
System shall allow searchable, editable case notes, with proper security level.	Y	
Case transfer to other court (JP or County Court).	Y	
Complete case management features for Civil, Criminal, Administrative, and Peace Bond processing.	Y	
System shall allow search, create, modify, delete, and consolidate person/business information.	Y	
System shall maintain case event history information.	Y	
System shall support designation of certain fields as confidential, and restrict access to those fields.	Y	On certain fields
Juvenile information shall be Restricted and not viewable to the public.	Y	
System shall maintain offenses tied to fines/penalties by offense date (Admin modifiable).	Y	
System shall automatically assign case number, default to the court identifiers (e.g., Justice Court) and court location identifiers. (i.e. J-4-CR-09-123456)	Y	
Clerk can manually assign unique case number to override system default.	Y	
System shall manage multiple parties on cases.	Y	
System should generate case title or style based on party name and other applicable information.	Y	
System should supply current date as the default ENTRY date for new cases.	Y	
System shall provide one screen that must show assessed and/or presumptive amounts.	Y	
Ability to create and maintain judge's notes (i.e., judge's notes and comments for use with calendar) for authorized viewing only in accordance with security rules.	Y	
Ability to allow authorized user correction of individual or groups of cases when data entry error occurs and track changes and revisions with time, date, and user stamp.	Y	
Ability to correct and supplement complaint information originally entered during intake and case initiation as appropriate and with proper authorization, security, and data integrity.	Y	
Ability to look-up and retrieve all indexed information.	Y	
System shall allow all case and party information on the case to be searchable and displayed with case.	Y	
System shall display related cases and show any balances for each case & grand total for all cases.	Y	Through find an account and related cases section on detail tab of case
System shall print index information, provided it is within appropriate security restrictions, according to various components of the index (e.g. party, case number).	Y	
System shall provide the ability to create and maintain index for basic case information, to also include all party names, case type, case number, date filed range, events, and display index information.	Y	
Ability for flags listed on citation entry screen (HAZMAT, CDL, CMV, work zone w/workers present, school zone, 25+ mph over limit, etc) to be communicated on daily DPS conviction report.	Y	
Assessing Fines and Fees		
Ability to test all new or modified assessments before they are put into production.	Y	
Ability to track assessments based on presumed & assessed rules.	Y	
The balance due should be easily found at all times during the various cycles of a case (based on GASB 34).	Y	
Event Management		

Ability to show payments as case docket entries or events.	Y	
Ability to automatically record a fee for an event. (i.e. DSC fee)	Y	
Ability to record and maintain information on all events in the case (e.g., document title, filing date and party, payments, party added or deleted, motion filed, answer or response filed, or hearing date set, hearing result or Judgment).	Y	
Case event history maintained in chronological order, and list can be inverted (oldest-newest, newest-oldest).	Y	
System shall alert users when scheduling conflicts occur.	Y	
System shall allow for case style format to be user-defined.	Y	
System shall allow for comments/remarks on events.	Y	
System shall allow user to print or view defendant and respondent case history.	Y	
System shall display or calculate case age.	Y	
System shall provide for comments/remarks on each case screen.	Y	
System shall provide the ability to relate a violation with a short (30 characters) and long description (100 characters).	Y	
Calendar - Docket/Calendar Scheduling		
Ability for events and group of events to be scheduled based on user input and through occurrence of prior events.	Y	
Ability to automatically add case docket entry from event scheduling and completed event and allow for manual override.	Y	
Ability to adjust court docket for any matter for any day/time, update the court calendar, re-set individual case, list of cases, or entire docket to another date/time or Judge, and produce notice of setting for case parties.	Y	
Ability to allow manual override of automatic scheduling to change deadlines.	Y	
Ability to allow multiple cases and events scheduled the same date and time.	Y	
Ability to allow multiple matter types to be simultaneously scheduled (i.e. Civil bench trial in Court at 0900 and pre-trials in Jury room at 0900.	Y	
Ability to apply specific change to multiple schedules for group of cases, as if a single case.	Y	
Ability to create and print calendars individually or batch, according to various criteria, such as date and matter type.	Y	
Ability to block court settings for various case types.	Y	
Ability to create court dockets by date, time, and docket type.	Y	
Ability to create, generate, and maintain calendars based on schedules for various events or court types, for specific time periods and according to various criteria.	Y	
Ability to create, generate, and maintain calendars based on scheduling information for each type of hearing (e.g., jury trial, non-jury trial, motion, conference, dismissal) or mixed hearings (e.g., motions and settlements) for specific periods.	Y	
Ability to display and print summary calendar information by judge, date, time, and category of hearing.	Y	
Ability to generate and display or print upcoming hearings for a judge or courtroom over a specific period.	Y	
Ability to print multiple hearing categories on one docket.	Y	
Ability to print or display person calendar by date or date range. (e.g. judges or attorneys calendar)	Y	

During manual scheduling and rescheduling, system shall display all future events for that case.	Y	
Ability to maintain and allow the availability of judge, attorney, parties, weekends, holidays, and court facilities to be considered when scheduling.	Y	
System shall allow newly-entered events to be inserted as appropriate in docket (e.g., before later entries in chronological event list if necessary).	Y	
System shall allow user to view calendars without printing and allow comments to be printed on calendar.	Y	
System shall automatically remove cases from DOCKET after processing and yet retain a record of what cases were heard in which month for reporting purposes.	Y	Cases are not removed but can be marked as complete.
System shall create EVENT HISTORY entry and update case information based on occurrence of specific events that can be completely or partially transferred from another function such as: scheduled hearing, hearing results, dispositions, requests for enforcement, etc.	Y	Within the same case, events can drive and update other information on the case (case status, fees, statistical closures, etc.). These events are tracked on the case (i.e. event history).
System shall create EVENT HISTORY entry based on electronic documents distributed by other internal functions (e.g., notices, warrants, orders).	Y	The system keeps track of documents produced inside of Odyssey for delivery purposes and keeps a historical record of these documents on the case.
System shall create, maintain, and produce an audit trail identifying persons who made docket and other entries and when they made entries or modifications.	Y	
System shall display and maintain data in docket, including information from initial filing and basic case information.	Y	
System shall display or print summary and/or detail format docket information (e.g., for use in courtroom and contain case number, hearing type, case title or style, hearing date and time, and other essential information from calendar).	Y	
System shall permit deletion of specific docket entries and all related data with proper authorization.	Y	
System shall produce Court Docket Sheet.	Y	
System shall provide date picker or date calculator for setting calendars.	Y	
System shall be able to display Ticklers and Alerts for Admin defined warning, alerts, and notices to users.	Y	
Case Disposition		
Ability for closed and disposed cases being identified as such.	Y	
Ability for closed cases to be easily identified during look-up & recall.	Y	
Ability for system to reverse or void payment, the new amounts must be properly added with correct distribution and the correct due date to keep track of the payment, as necessary.	Y	
Ability to add and track actions such as, proof of driver's license, proof of registration, proof of school completion.	Y	
Ability to allow for multiple judgments in cases involving multiple parties.	Y	
Ability to close case (e.g., automatically update docket, generate required forms, notices, reports for that case).	Y	

Ability to close cases when fees are not assessed.	Y	
		There is no "hard" error for this, but the Case Status Exception Report can be utilized to maintain case integrity in regards to balance, status, and statistical closure. Per our on-site discussion, this was an acceptable solution.
Ability to prevent cases being closed if assessed fees are outstanding.	N	
Ability to collect payments via internet, automated phone, with credit card, and in person with respect to disposing the case.	Y	
System shall correctly process DSC reversals w.r.t. fines & fees, disburse properly and report convictions accurately to DPS.	Y	
Ability to handle the court sentence as well as the new fine amount, if Def decides to go to court after making the DSC election, if applicable.	Y	
Ability to issue judgments (with the system calculating the correct fines, fees, and court costs) after court.	Y	
Ability to modify any field from a previous adjudication (such as money assessed, change adjudication from guilty to not guilty with retract notification to DPS, enter community service and/or DSC, dismiss and refund monies).	Y	
Ability to record disposition type, (i.e. type of judgment) with dates for whole or parts of case, including those involving entire cases, individual parties, parcels in real property rights cases, or cross complaints.	Y	
Ability to record the disposition of charge in a criminal case.	Y	
Ability to restrict expungement to authorized users.	Y	
Ability to use money previously paid and re-assess presumptive fines with a proper distribution, and case needs to be updated upon determination of Failure to Comply.	Y	
System shall create and maintain disposition and judgment screen that shows original and subsequent judgments for each case and party.	Y	
System shall update case docket and produce documents for dispositions by trial or ADR, such as mediation or arbitration, default, dismissal, withdrawal, settlement, transfer out to another jurisdiction, or consolidation.	Y	
Court Management		
Ability to result case with court orders, other ADR events, and judgment information from hearings as events in the case docket.	Y	
Court Processing and Court Forms		
Ability to attach law enforcement officers and witness to a traffic case and issue witness subpoenas.	Y	
Ability to enter pleas of no contest, not guilty, etc.	Y	
Information Relationships		
Ability to add additional parties to case after filing.	Y	
Ability to enter, change, or withdraw attorney on case, showing active and inactive dates.	Y	

Ability to maintain current and historical addresses and information on parties, attorneys, and participants of a case, including beginning and ending dates for each.	Y	
Ability to show information and relationships on multiple cases for multiple parties of the case.	Y	
System shall show law firm associated with attorney, including address, email addresses and bar number.	Y	
Juvenile Information		
Ability to capture additional related references for juvenile violators/offenders (e.g. parents or grandparents involved with case: phone numbers, addresses).	Y	
System shall support violations/offenses that are juvenile specific.	Y	
Party/Person Information		
Ability for other ID fields for out of state and foreign DL# or other identification numbers (TX ID, jail ID, FBI, and MNI number).	Y	
Ability to allow multiple attorney names and bar identifiers to be associated with each party.	Y	
Ability to allow user to assign additional parties to cases.	Y	
Ability to change party, attorney, judge, and participant information across all cases.	Y	
Ability to consolidate party references later identified as same person (people w/multiple Party ID#).	Y	
Ability to enter officer ID number, which is different than badge number, tied to Officer's agency.	N	Odyssey currently stores the Badge Number only. However, in Odyssey the badge number is linked to the officer's agency. Per our discussion on-site, the officer ID number is not required because of this link.
Ability to enter, change, or withdraw attorneys for specific cases (or groups of cases) or parties (or groups of parties) with dates when active and inactive, and allow users to view and print a history of attorney changes for a case or party.	N	All features available except that you can't change attorneys on multiple cases in batch, but can add new attorneys in batch (via List Manager). Also, printing a list of attorney changes is only available on a case (not a party record) and would need to be accomplished with a "screen print". This was covered during the on-site review, and the current demonstrated functionality was acceptable to the users.
Ability to update case party information (e.g., alias, name change, contact information, DL# & exp date).	Y	
Document Management		

Ability of system to assign required fees by statute number.	Y	
		There are a variety of reports available. Odyssey currently provides reports such as Case Event Imaging Report, Efiling Status Report, Queue Status Report, Scanning Activity Report, and Workflow Employee Standards Report. In addition, a SQL-trained IT person can create additional error reports as needed (currently in the training scope). Marking this item as "No" due to the very general nature of the requirement.
Ability to run & print error reports.	N	
Ability to toggle between several different documents.	Y	
Forms automatically generated with existing database information pre-filled.	Y	
Miscellaneous Receipts not tied to specific case.	Y	
Reports (required State, County Auditor, and DPS)	Y	
Summary Reports (management & financial, daily & month end)	Y	
System shall produce the following types of documents: Affidavit, Abstract, Bond, Complaint, Citation, Judgment, Notice, Order, Warrant/Writ, Envelope & Label Output, Issue Checks, letter, & forms with appropriate signature.	Y	
System shall track physical and electronic case file for archival and destruction.	Y	
System should have ad hoc report capability.	Y	
Produce index of executions and garnishments sorted according to various criteria.	Y	
Ability to accept ticket data via a batch file from the ticket writer.	Y	
Ability to apply appropriate edits for ticket data and extend the appearance date on a ticket.	Y	
Ability to re-create any form produced by the application.	Y	
Ability to reduce any portion of an assessment pursuant to court order.	Y	
Ability to restart the printing after the last good form was printed in case of a system failure or equipment failure.	Y	Last good document must be identified manually and requires user interaction
Print reports showing list of archived, destroyed, and transferred cases.	Y	
Process files according to local and state rules for archiving, destroying and transferring files.	Y	
Ability to generate a single notice for an attorney representing multiple parties on a single case.	Y	
Ability to generate notice for any person or organization involved in case, allow overwrite ability.	Y	
Ability to provide and maintain documents/templates of standard text and or allow text to be inserted into court forms, which relates the document/template to a court event.	Y	

Summaries & Reports		
Ability to create ad-hoc report on all database fields.	Y	There are multiple options in Odyssey's standard reports to create many variations of data output. Also, the Enterprise Custom Reporting feature has up to 90% of the available fields for reporting. In addition, 100% of the data fields can be accessed via SQL statements for a SQL-trained IT person (currently in the training scope).
List and give information on a case or group of cases that are open and give reason.	Y	Through List Manager and specific case statuses, this can be accomplished.
List cases that have continued over a user-specified time period according to various criteria, such as reason for continuance.	Y	
Ability to list contents of each cash drawer and display discrepancies among payments, receipts, and cases for each cashier, cash, check, money order, etc.	Y	
Ability to record and maintain front-counter bookkeeping information on receipts and disbursements, such as payor, payee, receipt number, case number, purpose of payment and disbursement.	Y	
Ability to calculate and report on the age of pending cases individually and by groups of cases.	Y	
Ability to create payment schedule, apply payments received to scheduled amount due, and generate reports on overdue amounts.	Y	
Ability to export to and import from Microsoft Word and Excel documents.	Y	Can import from Word. Most reports can export to Excel (as a .csv file).
Ability to generate ad hoc queries and reports based on user-defined parameters.	Y	
Ability to perform partial queries or "wildcard" functions in fields.	Y	
Ability to produce a deleted cases report.	Y	
Ability to produce a statistical report for any type of case by date range, statute range, agency range, and officer range.	Y	There are some standard statistical reports present in Odyssey. If there are more needed, then the Enterprise Custom Reporting feature can be used or a SQL-trained IT person (currently in the training scope) can generate any number of statistical reports.
Ability to produce ad hoc reports online and in hard copy.	Y	Assuming that "online" means electronic.
Docket sheets should contain information on initial filing, basic case information such as case type, category, status, style, parties, attorneys and docket-related events.	Y	

		Odyssey includes Enterprise Custom Reporting which leverages Microsoft SQL Server Reporting Services. Currently around 90% of fields are available for custom reports. In addition, 100% of the data fields can be accessed via SQL statements for a SQL-trained IT person (currently in the training scope).
System shall be able to query on all case entry fields.	Y	
System shall be able to produce the following reports:		
Active and pending cases with supporting information.	Y	
Bond Forfeiture Not Set Aside Report, by Bond Company.	Y	
Bond Forfeiture Report.	Y	
Case aging report and conformance to time standards including modifications, overrides, and suspension of time constraints.	Y	
Disposed cases by Judge and by year selected for all or selected types.	Y	
Monthly report analysis as a diagnostic report to troubleshoot problems within the OCA Monthly Report.	Y	
Monthly, Quarterly, and Annual Reports	Y	
OMNI Base Report in electronic and printable format.	Y	
Open warrants with supporting information	Y	
Overall case closure reports.	Y	
Pending Cases by year and by case type	Y	
Pending Criminal Warrant Reports	Y	
System shall process information and produce documents for dispositions by trial, ADR such as mediation or arbitration, default, dismissal, withdrawal, settlement, transfer out to another jurisdiction, or consolidation	Y	
		Odyssey provides for robust document creation through Microsoft Word. Many tokens exist which can be utilized for forms merge.
System shall process information and produce documents on post-judgment activities	Y	
System shall produce a list of all cases with open judgments, including supporting information	Y	
		You can receive a list of all cases by a specific attorney, but not a list of all attorneys in the system and the cases they are an attorney on. This would be a massively huge list. Per our on-site discussion, Odyssey's current functionality should be sufficient.
System shall produce a report listing all attorneys and the cases to which they are assigned	N	
System shall produce a report listing all cases filed by specific ticketing agencies	Y	

System shall produce a ticket disposition report	Y	
System shall produce all reports as printed reports, displays or extracted files suitable for transfer to other systems or Internet posting	Y	Most reports can be exported as a .csv file.
System shall produce caseload, case flow, and workload reports	Y	
System shall produce standard OCA monthly reports	Y	
System shall produce summarized and detailed calendar reports, with flexibility in format options	Y	
System shall produce summarized and detailed docket reports for specific cases and groups of cases	Y	
System shall record reason for closure (e.g., case disposed after trial, ADR such as mediation or arbitration, default, dismissal, withdrawal, settlement, transfer out to another jurisdiction, or consolidation)	Y	
System shall track and generate reports for file management activities (e.g., inactive files and purged reports).	Y	
User and Admin generated custom reports	Y	
System shall allow user defined reporting using various criteria, such as event types, demographics, and case status	Y	
System shall generate list arranged according to user-selected criteria for any type of financial transaction. (e.g., fees received by date, by fee type or party)	Y	There are multiple standard reports that may provide the bulk of this information. In addition, the Enterprise Custom Reporting feature can be used or a SQL-trained IT person (currently in the training scope) can generate any number of financial reports.
System shall generate a list or financial report of account transactions based on various criteria, such as account aging and audit trail	Y	
System shall generate report for fees waived and payments	Y	
System shall generate separate reports showing cases where fees have and have not been received, no fees due, adjustments to accounts and accounts receivable or payable for each case, based on a defined period of time	Y	We have some of these reports in the standard report lists, but not all (i.e. don't have a report to pull cases where "no fees due" but have a report to pull cases with fees due). However, the Enterprise Custom Reporting feature can be used or a SQL-trained IT person (currently in the training scope) can generate any number of additional reports.
System shall generate summary report for each cash drawer, cash register, and cashier	Y	
System shall print bank deposit slips for specific banks and periods of time	Y	

<p>System shall produce and print financial statistical reports with balances, according to case types, courts, users, pending, closed, and violations for a specific time period</p>	<p>Y</p>	<p>We have some of these reports in the standard report lists, but not all (i.e. don't have a report to pull cases where "no fees due" but have a report to pull cases with fees due). However, the Enterprise Custom Reporting feature can be used or a SQL-trained IT person (currently in the training scope) can generate any number of additional reports.</p>
<p>System shall produce for view, pre-check register and check register, for a specific time period</p>	<p>Y</p>	
<p>System shall produce separate and collective financial reports for multiple courts</p>	<p>Y</p>	
<p>System shall produce user defined accounting reports according to court need, such as fees assessed and fees collected</p>	<p>Y</p>	
<p>System shall reconcile (compare, total and record) bank accounts and report discrepancies. Include for a specific period of time and show checks with bank records</p>	<p>Y</p>	
<p>System shall report balances for accounts over a specific period</p>	<p>Y</p>	
<p>System shall report on accounts that carry balances from one period to the next</p>	<p>Y</p>	
<p>System shall report or display by offense date, fees received and not received, showing court cost and fee breakdowns with totals for all</p>	<p>Y</p>	<p>Odyssey does provide the State Criminal Quarterly Report which does calculate by offense date ranges. In addition, the Enterprise Custom Reporting feature can be used or a SQL-trained IT person (currently in the training scope) can generate any number of additional reports.</p>

		Odyssey partially meets this criteria. Workflow reports can be run for judicial officers and other resources, but not all end users (except batch scanning workload). Also, most major components (cases, events, documents, etc.) have individual audit histories. In addition, the new system admin product center can track users logged in and other basic user info. With the 2011 release of Odyssey, collections officers can be added to cases and then statistical reports could be created by Enterprise Custom Reporting or SQL queries. Based on on-site discussions, these functions are adequate as a starting point.
System shall produce and print caseload, case flow, and workload reports by various criteria, such as case category, court, or person identity	N	
System shall total and reconcile receipts for multiple cashiers, over a specific time period.	Y	
System shall produce any reports required by office personnel to complete the periodic financial reports required by the Auditor's Office. This includes, but is not limited to monthly GASB 34 reports and monthly financial statements.	Y	
System shall produce detailed support for all ledger balances. For example, it should be able to produce a detailed listing of accounts receivable that ties to the balance in the account receivable account(s).	Y	
Criminal Court - Bond Processing		
Ability to collect bond funds, record bond, assess bond fees, accept and record surety bond, accept personal or cash bond, reject bond, revoke bond, modify bond, transfer bond monies to County Clerk, record Refund Order, issue receipt.	Y	
Ability to issue bond refund check	Y	
Ability to record affidavit from Surety.	Y	
Ability to reinstate bond, discharge bond, revoke bond and apply to judgment.	Y	
Ability to set hearing for bond forfeiture, record ruling on bond forfeiture, prepare bill of cost to parties involved in bond forfeiture.	Y	
Criminal Court - Motions, Orders and Dispositions		
Ability to record written or oral motion and produce notifications to case parties following ruling on motion/order hearing.	Y	

Criminal Court - Trial Jury Management		
Ability to create select Jury, designate Jurors as "alternates", and manage Jury Exemptions/Disqualifications/Resets.	N	This can be done with Jury product. Per our on-site discussions, Jury is not part of the scope.
Ability to electronically request and schedule Jury panels via I-Jury.	N	This can be done with Jury product. Per our on-site discussions, Jury is not part of the scope.
Ability to record and manage Jury seating chart, strike list, and challenges list for Jury and to create final Jury.	N	This can be done with Jury product. Per our on-site discussions, Jury is not part of the scope.
Ability to record Juror service and generate Juror letters, including excuses and thank you letters based on check-in info.	N	This can be done with Jury product. Per our on-site discussions, Jury is not part of the scope.
System shall create notice of Juror of Failure to Appear by Summons Date.	N	This can be done with Jury product. Per our on-site discussions, Jury is not part of the scope.
Financial - Accounting		
Ability for system to post case and defendant related receipts & disbursements to accounting records and docket or register of actions (installment payment disbursements usually would not be entered in docket) associate disbursements with proper case, defendant, other person, etc.	Y	
Ability to create and maintain system-defined and user customized chart of accounts.	Y	
Ability to disburse (void, & recall) – without having to void the original receipt and preferably with a voiding capability that auto reverses all payment codes instead of having to reverse or void each one individually.	Y	
Ability to distribute the monies collected for a fine in accordance with legislative guidelines.	Y	
Ability to produce pre-check register (e.g., to view checks prior to printing register) and check register over specific period.	Y	
Accounting, GL, Daily balance, should function as an AR Ledger by case number based on GASB 34 requirements.	Y	
All accounting entries should be tied to specific cases in the system and reflected in the case history of all relevant cases. The system should be capable of producing reports detailing all cases affected by a given entry. Collections that do not relate to specific cases, copies, etc. should be tracked based on collection type and division.	Y	
All financial transactions shall appear on case event history	Y	
Any changes to fee tables should be fully documented in the system, and the users should be able to tell what the fee schedule was before the change was made.	Y	
System shall calculate bonds and fees.	Y	
System shall record fees; other money collected, and related information (case related and non-case related).	Y	
System shall process Checks and Vouchers.	Y	

Compute and maintain financial parts of case files and docket (e.g., payments collected, credit for jail time served, and liabilities with linkage to accounts receivable in finance).	Y	
Compute fees based on occurrence of case events. Specifically, it should accrue fees to case based on occurrence of specific events (e.g., motion filed), periodically apply debits and costs to accounts (e.g., defense attorney and media accounts), and produce account statements.	Y	The chart of accounts in Financial Manager can keep this information if they choose. They could also use draw down accounts if that applies. Also, in Odyssey, case events can be configured to apply fees to a case. Some of this functionality may need to be manually applied through execution of a specific business process.
Credit card payments should be tracked in such a manner that until the credit card company actually remits the funds to the county, the payment is tracked as a receivable and not remitted to the Treasurer.	Y	Credit card payments can be taken outside of Odyssey or inside if electronic payments is purchased. The business decision here will drive the direction.
Partial and Multi Case payment processing that follows Pro-Rata Allocation rules as set forth by M-1076 and GA-147.	Y	Partial payments can be pro-rated based off of user defined fee priorities.
Payment receipts should only be allowed to be voided with proper security provisions. The original receipt record should be maintained in the system, not deleted.	Y	
Provide capability to adjust receivables when directed by court order (e.g., write off uncollected debt when obligor dies). Any adjustments to the assessments/receivables on a case should be made by supervisory personnel.	Y	
Receipts shall be sequentially numbered and include all information and markings required by statute.	Y	
System allocates payments to open receivables for a given case in a manner compliant with state regulations and the applicable statutes (county attorney should review and sign off on any deviations in payment application process).	Y	
System shall allow authorized user to override any data supplied automatically by system (e.g., funds distributed according to predetermined formula).	Y	
System shall allow flexible, admin defined and maintained account structure that permits funds to be allocated to appropriate case cost types and other accounts (e.g., for city, county, state, court).	Y	
System shall automatically add TIME PAYMENT Transaction Processing Fee when applicable.	Y	
System shall automatically create case balances based on docket and violation.	Y	
System shall be able to process the following actions/events: Financial Reports, Bonds, Payments, TIL/Waive/CSR for fines and fees, Updates to accounts and other records, Collection of Assessments, Checks and Vouchers, Compute fees based on occurrence of case events	Y	

System shall comply with generally accepted accounting principles (GAAPs) for governmental entities, including GASB requirements. AR calculation by case number based on, presumed and assessed fines & fees, and the "Allocation Rule" Attorney General Opinion.	Y	
System shall compute fees based on occurrence of specific event (e.g., initial filing, motion filing).	Y	
System shall provide various Financial Security Levels and Audit Trail capability.	Y	
System shall record correcting entries without changing or deleting previously-recorded transactions, reversals, record and store adjusting financial entries (e.g., bank adjustments for errors or bad checks), and modify amounts due with proper authorization	Y	
System should allow for remittance of County and (applicable) State revenues to the Treasurer on a daily basis. To elaborate, the applicable revenues from collections on a Monday should be remitted to the Treasurer on Tuesday. The remittance should include the exact amounts due, not estimates, and should be reported to the Treasurer.	Y	
System should compute state and local fees and court cost balances, using standardized fee tables. Changes to standard tables should require approval by all 5 JP's and access to make these changes should be limited to a few selectively chosen parties.	Y	
System should ensure accounting records cannot be modified without supervisor approval, and proper separation of duties should be maintained. It should ensure accounting records cannot be deleted for any reason. System will maintain and display audit trail of all accounting transactions, including who and when the entry was made with unalterable system-generated date.	Y	
The system should be able to create a detailed report documenting what funds are being remitted to the Treasurer, down to the level of each fee, fine, or court cost is remitted for each specific case.	Y	
The system should include a "hard close" function for its accounting periods so that entries cannot be backdated into prior periods.	Y	
System shall allow TIL/Waive/CSR for fines & fees and provide ability to void or reverse these credits.	Y	
When an NSF check occurs, the system should properly handle this event. The original receivable relating to the original payment should be reopened, with corresponding debits to the revenue accounts to which the original payment was posted, in addition to adding proper NSF fees.	Y	
Cashier operations can be suspended multiple times throughout a day. (e.g., close w/out balancing)	Y	
Create ledger for posting entries, totals and other information to each account on the chart of accounts.	Y	
Every transaction is identified by cashier or user and each cashier has a separate secure password.	Y	
Maintain journal for each account by posting debits, credits and adjusting entries.	Y	
Print computed totals, list transactions, and balances for each cash drawer, register, cashier, and fee type.	Y	
Print system-wide daily cash receipts journal. Create and maintain system defined and user customized chart of accounts.	Y	
Supervisor can correct payments or other financial transactions with appropriate security provisions and audits.	Y	
Financial - Fee Management		
Ability that allows internet payments for payment plans.	Y	
Ability that allows public interface for internet payments and automatically closes case with proper disposition when case paid in full.	Y	

Ability to maintain standard tables for court costs, fees, and fines and calculate total balance due.	Y	
Ability to total all fines and fees, review disbursement, and update prior to posting into case.	Y	
System shall compute parts of fees and fine or other distributions, according to definable formulas that can be overridden based on security permissions to be allocated to other local and state units according to predefined formula.	Y	
System shall allow additional fees to be added to case.	Y	
Financial - Funds Transfer		
Ability for disbursements to be held and reversed.	Y	
Ability to Create, print, and disburse sequentially numbered checks, stop payments on checks, void checks, process outstanding checks, cleared reports, and recorded checks on check register, disburse refund checks individually or cumulatively over a specified period.	Y	
Ability to produce report for moneys distributed to state, local or other units over a specific period of time, and how formula was used to compute distributions.	Y	
Ability to update and create report on disbursement of undistributed or unclaimed moneys.	Y	
Financial - Payments		
Ability to accept payment and apply to fines, court costs and fees in accordance with distribution schedule established in system.	Y	
Ability for cases for remote payments to be searched by cause #, citation #, or name and DOB.	Y	
Ability for supervisor to adjust entry to correct payment type (e.g., cash, checks, credit card receipts, fee waivers, money orders) with proper security provisions.	Y	
Ability to accept a combination of different payment types (such as cash plus credit card or check to pay a fine in a single transaction) and the ability to easily void a combination of payments.	Y	
Ability to accept a payment by business, personal, or travelers check, money order, debit/credit card or cash.	Y	
Ability to accept partial payments, track partial payments and to report on the status of the all partial payment in the system. Ability to group a number of cases into one partial payment plan.	Y	Odyssey has all of this functionality, with one exception--it may be difficult to produce a report of only partial payments. A SQL-trained IT person (currently in the training scope) could provide additional reporting needed.
Ability to accept single payment for multiple cases and process separately for each case, calculating all balances.	Y	
Ability to allow Permit payments to be voided and re-entered before daily balancing with proper security provisions.	Y	
Ability to allow public search of records using case #, DL# & DOB, citation # and return total balance due, to be paid w/credit card via the internet.	Y	
Ability to re-assess a Partial Payment Plan when it defaults.	Y	

Ability to change the due dates for partial payment cases including all cases within a group of partial payment plan cases.	Y	
Ability to create payment schedule showing dates and balances.	Y	
Ability to identify overdue payments and generate warning letters.	Y	
Ability to automatically age tickets and affix penalties for late payment including the ability to provide late and final demand payment notices.	Y	
Ability to assess fines and fees based on the date of the offense. Older versions of the fines and fees tables must be maintained to assess properly (using effective/no longer effective dates).	Y	
Ability to automatically advance next due date for partial payment cases when a payment is received.	Y	
Ability to automatically record payment of a fine for a citation as a plea: "No Contest". (i.e. Plea is updated against case when payment processed.)	Y	
Ability to balance the receipts for each individual cashier's drawer at the end of day. Ability to balance receipts for the entire office at the end of the day.	Y	
Ability to capture check number when payment is made by check.	Y	
Ability to change the method of payment made due to error in initial entry (i.e. modify payment type from cash to check).	Y	This will require voiding/reversing and re-taking the payment with the correct tender method.
Ability to close and disposition a case paid in full. Case should be coded as such to allow statistical data collection of closure type (in-person, mail, internet, etc)	Y	
Ability to compute totals, list transactions, list contents, and balance for each cash drawer, register, cashier, and fee type. (e.g., cash, checks, credit card receipts, fee waivers, money orders).	Y	
Ability to credit any assessment and enter the reason for the credit.	Y	
Ability to generate a report to our finance department and to the collection agency for internet payments.	Y	
Ability to issue refund for overpayments and flag cases with underpayment.	Y	
Ability to maintain older versions of fine distributions, with effective/non-effective dates, and to apply the older distributions when required,	Y	Fees/fines can be entered with date ranges. If a case is filed and back-dates, an older fee/fine structure may be applied.
When processing NSF, the defendant's record flagged with an NSF warning for the next time a payment is made.	Y	
When voiding receipt reversal entry occur in GL,		Incomplete requirement (the statement is cut off). Per our discussion at the on-site review, we can ignore this line.
Ability to void all types of payments the same day or from a prior day.	Y	Odyssey-specific functionality requires voids on the same day, reversals on a different date. This was discussed at length during Tyler's on-site visit.

Ability to void payments and process re-entered payments before daily balancing with appropriate security and audit provisions.	Y	
Ability for Accountant to view minimum, standard, and maximum fine for each class of offense. Default will be the standard sentence.	Y	This can be done in the penalty details portion of the offense code. In order for Accountants to view this information, they must have access to view the offense code configuration.
Ability to post, process and track garnishments and partial payments, process and record refunds and overdrafts.	Y	
Financial - Receipts		
System receipts shall include case #, account number, amount paid, balance, date, payee and payor, and total payments by type of payment (i.e. cash, check, MO, CC) with option for detail or summary receipt and memo field.	Y	
Ability of applying payment received to an individual fee when issuing receipt. (i.e. whether \$30 payment goes entirely to OMNI, vs. default pro-rated to all fees)	Y	
Ability of one step process to transfer or recall cases (including the financials) from Travis County Central Collections.	Y	Based on discussions during Tyler's on-site visit, Travis County Central Collections will use Odyssey as well, so this will no longer be a concern.
Automatically notify court when Def appears and enters plea and begins payment plan.	N	Odyssey does provide a Criminal Case Plea report which can be run to find all cases with a plea within a date range. This is not the exact functionality listed, but it should provide a sufficient business process to handle this requirement. Also, if payment plans are handled in Odyssey vs a separate system, this information is much easier to obtain.
Automatically notify court when Def fails to appear after 30 days to begin payment plan.	Y	
Ability to generate and print receipts with unique, locally defined, sequential receipt numbers that cannot be duplicated.	Y	
Ability to NSF a single check when multiple checks received.	Y	
Ability to optionally apply overpayment to another of Defendants case(s).	Y	
Ability to print receipts with proper identifiers (e.g., fee code, court location and address) based on collections with user option to print single or multiple copies.	Y	

Ability to ZERO OUT presumptive amount due and dismiss case with payment of administrative fee. (i.e. Insurance, no DL cases).	Y	
Ability to transfer (export) collections cases from TCCC to Third Party upon failure to complete payment plan.	Y	SB1778 Report has the ability to produce extract data, if cases meet report criteria.
Associate receipts with proper case, defendant, account, or case activity interact with receipting to accomplish these tasks.	Y	
Prohibit modification of receipt number sequence and provide audit trail of receipt number usage.	Y	
Financial - Reports		
Create payment notices and letters.	Y	
Ability to identify and process appropriately, cases for which fee waivers or deferrals have been applied.	Y	
Create general ledger by posting journal entries, subsidiary ledger totals, and other information to each account in chart of accounts.	Y	
Payment report by posting of checks involving several payors.	Y	
Detailed accounting report of all fees, fines and court costs over a period of time or range of receipt numbers.	Y	
Fee transaction report by user with time date stamp.	Y	
Generate accounting notices for payments.	Y	
Generate accounting report for waivers, jail time served, and community service rendered.	Y	
Generate other periodic financial reports based on various criteria including, at least, account aging, audit trail, and journal reports.	Y	
Identify and record arrearages, and alert when payments have not been made to prompt user to take action.	Y	
List any discrepancies among payments, receipts, and cases over specific periods for each cashier for whom above summary shows imbalance for any type of payment.	Y	
Maintain and track individual and combined bank accounts and balances by case, due date, and party.	Y	
Maintain journal and, if appropriate, subsidiary ledger for each account by posting debits, credits, and adjusting entries.	Y	
Partial payment by last payment date.	Y	
Permit user to obtain audit trail of all charges (i.e., from arrest through life of case) for a given defendant and case.	Y	
Print (including ability to reprint) system-wide daily cash receipts journal.	Y	
Print summary for each cashier including totals for each type of payment (e.g., cash, checks, credit card receipts, fee waivers, money orders).	Y	
Print system-wide daily cash receipts journal.	Y	

Produce detailed and summary lists of financial transactions for specific cases and defendants over specific periods.	Y	Odyssey standard reports provide significant functionality in this area (key report - Transaction Listing Report). In the event that additional reports are needed, the Enterprise Custom Reporting feature can be used or a SQL-trained IT person (currently in the training scope) can generate any number of additional reports.
Produce detailed and summary lists of financial transactions, allowing for various sort and selection criteria, such as fees by date, fee type or party.	Y	Odyssey standard reports provide significant functionality in this area (key reports - Transaction Listing Report, Receipt Journal Report). In the event that additional reports are needed, the Enterprise Custom Reporting feature can be used or a SQL-trained IT person (currently in the training scope) can generate any number of additional reports.
Produce financial reports separately for multiple courts.	Y	
Produce lists arranged according to user-selected criteria for financial transactions (e.g., fees, fines, and other receipts by date, type, and person).	Y	
Produce periodic (e.g., daily, monthly) report or display showing financial status and history (e.g., information on transactions, account balances, discrepancies, adjustments) for each specified case or defendant account.	Y	Odyssey provides reports such as Transaction Listing report, and Credit and Adjustments Report which may provide the necessary reporting needs. Also, within the case, the Financial tab displays summary, detail, and transaction level views of financial assessments, payments, credits, adjustments, and disbursements.
Produce receipts journal report.	Y	
Produce report showing allocation formula for disbursing moneys to other local and state units over specific period, moneys disbursed, and how formula was used to compute allocation.	N	This would be a mod (see the Business Process Review doc).
Produce trial balance (e.g., at end of month before posting to general ledger) and balance reports for each account over specific period.	Y	
Provide security and authorization for all accounting functions.	Y	

System shall produce cash and check collected report, total fees assessed and collected.	Y	
System shall produce Comptroller Quarterly Report	Y	
System shall produce separate report, for specified periods, showing cases and defendants for which payments (e.g., fees, fines, credit for jail time served, restitution) collected, no payments collected, fees waived, and no payments due, all adjustments.	Y	Odyssey standard reports provide significant functionality in this area (key reports - Transaction Listing Report, Delinquent Accounts Report, Credit and Adjustments Report). In the event that additional reports are needed, the Enterprise Custom Reporting feature can be used or a SQL-trained IT person (currently in the training scope) can generate any number of additional reports.
System shall record the status of accounts referred to other agencies or organizations for collection.	Y	
System shall total and reconcile receipts over specific period for multiple cashiers to calculate bank deposits.	Y	
Transfer funds from one case to another or between accounts in a single case.	Y	
Security		
Ability to provide Constable read/write access for Warrant Tracking, Officer Inquiry, and Paper Service and specialized inquiries for the public, prosecutors, judges, law enforcement.	Y	
Ability for system access and case access based on the users' authorization, setup by the administrator.	Y	
Ability to allow authorized user or admin to correct data entry errors, including renumber cases and fee edits, with audit tracking.	Y	
Ability to allow secure and unique password for each user that can be reset and overridden by the system administrator.	Y	
Ability to associate cashier with all financial transactions (e.g., receipts, reports).	Y	
Ability to prevent financial transactions from being dated and posted to a closed accounting period.	Y	
Ability to provide adequate security for public access.	Y	
Ability to provide and maintain audit trail to show user, workstation log-in information, entries, modifications, and deletions for all transactions, to include dates.	Y	
Ability to restrict local and remote access and permissible operations on case types, case categories, files, parts of files, and system functions from other system functions, device locations, users, and groups of users.	Y	
Ability to restrict local and remote access permissions on cases or parts of case based on court and case defined restrictions.	Y	
Ability to restrict local and remote access to certain cases and classifications of cases (e.g., sealed cases, mental health cases) from specific system functions, device locations, users, and groups of users in accordance with rules, statutes, or court orders.	Y	
System shall provide admin adjustable security groups.	Y	

Allow access and similar privileges based on authorizations defined, maintained, and controlled by administrator (e.g., access authorization tables).	Y	
Individual user security level assigned by functional responsibilities and type of case.	Y	
Numerous Security Levels (Manager, Supervisor, Clerk, Accountant, by Court, by CN, Public, etc.)	Y	
Provide appropriate security and authorization for all accounting functions.	Y	
Provide for disaster recovery.	Y	Some standard measures are in place (backup strategy, system replication, etc.). For a broader disaster recovery model, Tyler's approach to this depends on the approach chosen by Travis County (SaaS vs. On-premise) and the current disaster recovery plan used by Travis County. Tyler can provide consulting to assist Travis County with development of additional disaster recovery measures as needed, at additional services cost.
System Support		
System shall provide interfaces to integrate with e-citation application, electronic DMS, Texas.gov for acceptance of e-filed cases and automatic case generation, DPS reporting system for conviction reporting, DPS reporting system for DL suspension.	Y	
System Support -User Training & Documentation		
Finance & Accounting Training and Documentation	Y	
System Admin Training & Documentation	Y	
Toll free phone plus remote access online technical support	Y	
User Training & Documentation	Y	
On-site training to all users	Y	

SaaS Quarterly Project Financials
15 Month Project Duration

Activity	Q1 - Hrs	Q1 - \$	Q2 - Hrs	Q2 - \$	Q3 - Hrs	Q3 - \$	Q4 - Hrs	Q4 - \$	Q5 - Hrs	Q5 - \$	Total
Project Management	403.20	64,512	403.20	64,512	403.20	64,512	403.20	64,512	403.20	64,512	
P1 - Data Conversion	225.00	33,525	331.00	49,319	300.00	44,700		-		-	
P1 - Setup & Config			200.00	29,800	150.00	22,350	125.00	18,625		-	
P1 - Initial Training		-		-	160.00	22,080		-		-	
P1 - Go-Live Assistance		-		-	200.00	27,600		-		-	
P1 - Follow-up Training		-		-	40.00	5,520		-		-	
P1 - Custom Development			50.00	7,450	100.00	14,900	100.00	14,900		-	
P2 - Data Conversion		-	75.00	11,175	100.00	14,900	97.00	14,453		-	
P2 - Setup & Config		-	80.00	11,920	120.00	17,880	100.00	14,900		-	
P2 - Initial Training		-		-		-	240.00	33,120		-	
P2 - Go-Live Assistance		-		-		-	480.00	66,240		-	
P2 - Follow-up Training		-		-		-		-	80.00	11,040	
P2 - Custom Development		-		-		-		-		-	
P3 - Data Conversion		-	150.00	22,350	250.00	37,250	200.00	29,800	172.00	25,628	
P3 - Setup & Config		-	100.00	14,900	100.00	14,900	100.00	14,900		-	
P3 - Initial Training		-		-		-		-	120.00	16,560	
P3 - Go-Live Assistance		-		-		-		-	200.00	27,600	
P3 - Follow-up Training		-		-		-		-	40.00	5,520	
P3 - Custom Development		-		-		-		-		-	
Total Tyler Service Hours	628.20		1389.20		1923.20		1845.20		1015.20		6,801
Total Tyler Service Cost		98,037		211,426		286,592		271,450		150,860	\$ 1,018,365
Recommended Tyler Services Contingency		14,706		31,714		42,989		40,718		22,629	\$ 152,755
Odyssey Online User Fees						14,500		42,250		56,750	113,500
Tyler Travel Expenses		22,777		33,967		44,640		36,130		24,127	161,641
Urban Counties QA Oversight		6,497		6,497		6,497		6,497		6,497	32,483
Urban Counties Conversion Support		54,000		54,000		54,000		54,000		27,000	243,000
Urban Counties Enterprise Mods (JP)						28,536				28,536	57,072
Total for first 15 months		196,016		337,603		477,753		451,044		316,399	\$ 1,778,815

Assumptions

*Assumes project start date of January 1, 2012

Recommended Travis County Staffing

Project Manager

Data Conversion Specialist(s)

DBA (1/2 time)

Configuration and Support Specialist (Ongoing)

Reporting Specialist (Ongoing)

JP Business Leads and Subject Matter Experts

License Quarterly Project Financials
15 Month Project Duration

Activity	Q1 - Hrs	Q1 - \$	Q2 - Hrs	Q2 - \$	Q3 - Hrs	Q3 - \$	Q4 - Hrs	Q4 - \$	Q5 - Hrs	Q5 - \$	Total
Project Management	403.20	64,512	403.20	64,512	403.20	64,512	403.20	64,512	403.20	64,512	
P1 - Data Conversion	225.00	33,525	331.00	49,319	300.00	44,700		-		-	
P1 - Setup & Config			200.00	29,800	150.00	22,350	125.00	18,625		-	
P1 - Initial Training		-		-	160.00	22,080		-		-	
P1 - Go-Live Assistance		-		-	200.00	27,600		-		-	
P1 - Follow-up Training		-		-	40.00	5,520		-		-	
P1 - Custom Development			50.00	7,450	100.00	14,900	100.00	14,900		-	
P2 - Data Conversion		-	75.00	11,175	100.00	14,900	97.00	14,453		-	
P2 - Setup & Config			80.00	11,920	120.00	17,880	100.00	14,900		-	
P2 - Initial Training		-		-		-	240.00	33,120		-	
P2 - Go-Live Assistance		-		-		-	480.00	66,240		-	
P2 - Follow-up Training		-		-		-		-	80.00	11,040	
P2 - Custom Development		-		-		-		-		-	
P3 - Data Conversion		-	150.00	22,350	250.00	37,250	200.00	29,800	172.00	25,628	
P3 - Setup & Config		-	100.00	14,900	100.00	14,900	100.00	14,900		-	
P3 - Initial Training		-		-		-		-	120.00	16,560	
P3 - Go-Live Assistance		-		-		-		-	200.00	27,600	
P3 - Follow-up Training		-		-		-		-	40.00	5,520	
P3 - Custom Development		-		-		-		-		-	
Total Service Hours	628.20		1389.20		1923.20		1845.20		1015.20		6,801
Total Service Cost		98,037		211,426		286,592		271,450		150,860	\$ 1,018,365
Recommended Tyler Services Contingency		14,706		31,714		42,989		40,718		22,629	\$ 152,755
Servers and Technical Svcs.		87,216									87,216
Odyssey License		233,100				155,400					388,500
Odyssey M&S								20,396		20,396	40,793
Tyler Travel		22,777		33,967		44,640		36,130		24,127	161,641
Urban Counties QA Oversight		6,497		6,497		6,497		6,497		6,497	32,483
Urban Counties Conversion Support		54,000		54,000		54,000		54,000		27,000	243,000
Urban Counties Enterprise Mods (JP)		28,536								28,536	57,072
Total for first 15 months		544,868		337,603		590,117		429,190		280,045	\$ 2,181,824

Assumptions

*Assumes project start date of January 1, 2012

Recommended Travis County Staffing

Project Manager	Configuration and Support Specialist (Ongoing)
Data Conversion Specialist(s)	Reporting Specialist (Ongoing)
DBA (1/2 time)	Server Specialist (1/4 time) Ongoing

5 Year Outlook
Odyssey Online SaaS Model

	Year 1	Year 2	Year 3	Year 4	Year 5	
Professional Services	867,505	150,860				
SaaS User Fees	56,750	233,375	235,500	235,500	235,500	
Estimated Travel (Tyler)	129,313	32,328				
Contingency on Tyler Services	130,126	22,629				
Urban Counties	270,522	69,026	13,986	13,986	13,986	
Total	1,454,216	508,218	249,486	249,486	249,486	\$ 2,710,891

5 Year Outlook
Odyssey License Model

	Year 1	Year 2	Year 3	Year 4	Year 5	
Professional Services	867,505	150,860				
Software License	388,500					
Software Maintenance	20,396	81,585	84,033	86,554	89,150	
Estimated Travel (Tyler)	129,313	32,328				
Contingency on Tyler Services	130,126	22,629				
SQL Software Assurance (optional)	1,712	1,712	1,712	1,712	1,712	
Backup Supplies	1,500	1,500	1,500	1,500	1,500	
Servers & Technical Services	87,216				90,000	
	-	-	-	-	-	
Urban Counties	270,522	69,026	13,986	13,986	13,986	
Total	1,896,790	359,640	101,231	103,752	196,348	\$ 2,657,760

SaaS Monthly Fees

Month	Users	Rate	Total
1	0	\$125	0
2	0	\$125	0
3	0	\$125	0
4	0	\$125	0
5	0	\$125	0
6	0	\$125	0
7	0	\$125	0
8	58	\$125	\$7,250
9	58	\$125	\$7,250
10	58	\$125	\$7,250
11	140	\$125	\$17,500
12	140	\$125	\$17,500
13	140	\$125	\$17,500
14	157	\$125	\$19,625
15	157	\$125	\$19,625

Year 1 of project is months 1-12 for a total of \$56,750

Year 2 of project doesn't have all 157 users until month 14

Travis County Roles and Responsibilities

<u>Travis County Roles</u>	<u>Number Required</u>	<u>Duration</u>	<u>% of Time</u>
Project Sponsor	1 or more	Available for periodic Steering Committee meetings throughout the life of the project	<10%
<p>Provides the high-level vision and support for the project.</p> <p>Ensures that client resources are available for the project.</p> <p>Supports project requirements with executive leadership within the client’s organization.</p> <p>Assists in resolution of escalated issues.</p>			
Project Manager	1	At a minimum should be consistent for each phase	100%
<p>Manages the day to day project activities of the Travis County team members, working closely with the Tyler Project Manager.</p> <p>Provides approval and signoff to Tyler on key deliverables and project milestones thereby authorizing payment to the developing organization.</p> <p>Defines, schedules, controls, and adjusts all tasks of the project that relate to Travis County's organization.</p> <p>Works with the Tyler Project Manager to manage scope as per the Statement of Work and associated scope adjustments approved via the Tyler Change Control Process.</p> <p>Make decisions on issues presented by other key stakeholders (department SMEs, etc) and provides Travis County’s final decisions to Tyler on project issues, changes, requirements, etc.</p> <p>Communicates directly with the Tyler project manager and Travis County Project Sponsor.</p> <p>Has authority to plan, direct, and control allocation of Travis County's resources.</p>			

Travis County Roles and Responsibilities

Subject Matter Expert (SME)	1+ per JP	Duration will be for the phase	50%
<p>Works with the project team, providing business answers needed by the Configuration Specialist and Conversion Analysts.</p> <p>Definition and documentation of Business Processes / Scenarios</p> <p>Participation in enhancement analysis and designs.</p> <p>Configuration Codes definitions</p> <p>Document identification and conversion to Odyssey formats</p> <p>Application User Roles and specific Rights as it pertain to specific job functions.</p> <p>Pilot Testing (Application/Business Process verification)</p> <p>Conversion Data validation</p>			
Conversion Analyst	1	Active participation during conversion phases. May be different individuals if different people are experts in the legacy criminal versus civil data.	25%
<p>Provide documentation on the legacy data definitions and relationships</p> <p>Assist in data verification</p> <p>Providing register of actions and other reports to be used in verification</p> <p>Assist in reviewing data anomalies and remediation strategies</p> <p>Code mapping from Legacy to Odyssey</p> <p>Facilitate providing Legacy data to Tyler conversion team in SQL format</p>			
Technical Rep	1	Entire project	10-75%

Travis County Roles and Responsibilities

Provide technical infrastructure support to the project.

Involvement is extremely limited with Software as a Service implementation, but will have multiple responsibilities in an On-premise solution.

Post Conversion Support

Business Analyst (Configuration & Support Specialist)	1	Active participation during implementation and training phase, then will provide on-going support	50%
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Business Analyst (Reporting Specialist)	1	Active participation during implementation and training phase, then will provide on-going support	50%
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If license option, we will need an additional FTE:

Server backup/maintenance	1	Active participation during implementation, then will	25%
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Travis County Recommended Staffing

*Assumes project start date of January 1, 2012

Recommended Travis County Staffing (SaaS)

Travis County Staffing for SaaS Model	Q1 %time	Q2 %time	Q3 %time	Q4 %time	Q5 %time
Project Manager	100.00	100.00	100.00	100.00	100.00
Data Conversion Specialist 1	0.25	0.25	0.25	0.25	0.25
Data Conversion Specialist 2	0.25	0.25	0.25		
Database Specialist (CJS, Mapper, Facts)		0.25	0.25	0.25	0.25
Business Analyst (Configuration & Support Spec)		0.25	0.25	0.25	0.25
Business Analyst (Reporting Specialist)			0.25	0.25	0.25
JP Business Lead/SME from each JP office		0.5	0.5	0.5	0.5

Post-Conversion Ongoing Support	Ongoing
Business Analyst (Configuration & Support Spec)	0.5
Business Analyst (Reporting Specialist)	0.5



Travis County Commissioners Court Agenda Request

Meeting Date: August 23, 2011

Prepared By/Phone Number: Sydnie Crosbie/ 854-9383

Elected/Appointed Official/Dept. Head: Sydnie Crosbie, Parking Committee Chair

Commissioners Court Sponsor: Sarah Eckhardt, Precinct Two

AGENDA LANGUAGE:

Consider and take appropriate action regarding the replacement of Chapter 11 of the Travis County Code relating to the parking policy.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The Parking Committee was charged with recommending changes to the County's parking policy. The Committee now presents to the Court for consideration this replacement parking policy. The Committee has provided both the current parking policy (Appendix A) and a draft of the proposed replacement policy (Appendix B).

The primary changes in the proposed replacement policy are:

- Reorganized for easier reference
- Updated names of organizations and titles to current ones
- Updated processes for assignment and administration to more closely match current practices
- Defined Parking Committee
- Simplified specified positions and reserved spaces

The Court has several options to consider regarding Section 11.013 Specified Positions in the replacement policy.

- A. Approve the use of the *Zoned* Specified Positions throughout the County's parking facilities,
- B. Approve the use of the *Assigned* Specified Positions throughout the County's parking facilities,
- C. Approve the use of the *Zoned* Specified Positions and *Assigned* Specified Positions as they are currently listed in the replacement policy, or

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

D. Designate no positions as Specified Positions with reserved parking.

The Committee also requests the Court to give direction in regards to the following positions. The Court could approve any combination of these directors receiving one space each.

- A. Director of Domestic Relations Office
- B. Director of Pre-Trial Services
- C. Director of Adult Probation
- D. Director of Intergovernmental Relations

If the policy is approved, parking assignments that do not conform to Section 11.013 will be grandfathered. However, as those persons are replaced with new employees, the adopted policy will be enforced.

Attachments

Appendix A: Current Parking Policy

Appendix B: Proposed Replacement Policy

STAFF RECOMMENDATIONS:

The Parking Committee recommends approval of the replacement parking policy in its entirety.

ISSUES AND OPPORTUNITIES:

The Parking Committee intends to return to the Court in the fall with results from the 700 Lavaca Trial. At that time, the Court will receive more detailed information on how zoned parking is working when employees work and park at the same location using that system. Until the Court decides on a system-wide parking philosophy, the replacement policy addresses both.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

REQUIRED AUTHORIZATIONS:

N/A

Parking Committee Members:

April Bacon, Auditor's Office

Daniel Bradford, County Attorney

Rachel G. Castro, District Clerk

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

Wade Coles, Pretrial Services
Sydnia Crosbie, TNR
Jessica Ghazal, District Attorney
Dana Hess, HRMD
Etta Jarmon, Domestic Relations
Jennifer Johnson, County Clerk
Alice Leslie, Purchasing
Gillian Porter, County Clerk
Steven Town, TCSO
Dina White, District Attorney
Danikae Doetsch, District Clerk (alternate)
Viktoria Hagedorn, Auditor's Office (alternate)
Tenley Aldredge, County Attorney (advisory)
Adele Noel, TNR, Air Quality (advisory)
Roger Harner, Facilities, acting Parking Administrator (advisory)

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

Appendix A: Current parking policy

CHAPTER 11. POLICIES AND PROCEDURES TRAVIS COUNTY PARKING AND PASSENGER SHUTTLE SERVICE¹

' 11.001 Policy

(a) GOAL: THE TRAVIS COUNTY COMMISSIONERS COURT SEEKS TO ALLOCATE SCARCE PARKING RESOURCES AVAILABLE TO THE COUNTY, ITS EMPLOYEES AND THE PUBLIC, IN THE MOST EFFICIENT AND EFFECTIVE MANNER POSSIBLE.

(b) DISCUSSION: The Court recognizes that parking resources, especially in the downtown area, are scarce and that it is not feasible at this time to construct or lease additional parking facilities.

(c) The parking facilities available to the County, its employees and citizens visiting County facilities, are of three types: short term, long term and free public parking and park and ride services. It is the most efficient allocation of the resources to reserve long term parking for County and County employees' vehicles, which require all day every work day parking, and for members of the public, such as the media or Grand Jurors, who require long term parking on a permanent basis. More short term street parking can then be available to members of the public, who require convenient parking for short periods of time.

(d) Use can also be made of free park and ride services provided through the Capital Metropolitan Transportation Authority. The free parking facilities are available to County employees who work in the Palmer Auditorium area, to those employees who have applied for but have not received an assigned parking space and for those members of the public, such as petit jurors, who need long term parking on a temporary basis.

(e) GOAL: THE TRAVIS COUNTY COMMISSIONERS COURT ALSO SEEKS TO PROVIDE PARKING FACILITIES OR ARRANGEMENTS FOR TRAVIS COUNTY EMPLOYEES IN A CONSISTENT, RATIONAL AND EQUITABLE MANNER.

(f) DISCUSSION: Rather than provide free parking for some and charge others an arbitrary fee, all County employees who do not have access to free public parking within a convenient distance of their place of work will have access to county-provided parking facilities, and when such space is insufficient, the County will facilitate the use of Capital Metro Park and Ride Services.

' 11.002 Parking Inventory

(a) To achieve the Policy Goals, the Director of General Services shall establish a complete inventory of County-owned parking facilities (Appendix A) and shall be responsible for striping, signage and maintenance of the facilities. General Services will update the inventory, indicating when parking spaces become vacant and when they are assigned. Parking facilities available to the County shall be allocated as follows:

- (1) County-provided Assigned Spaces

¹ General Note: Many of the position, department and office titles used in this policy (originally approved in 1989) are outdated. The proposed replacement Parking Policy corrects these errors and uses the current (as of the date of the new policy adoption) titles.

Appendix A: Current parking policy

(A) Spaces shall be reserved in the downtown area for the following classes of non-employee public uses:

(i) Spaces 97 through 109 located in University Savings parking lot are designated for free use by members of the public conducting business with the County.

(ii) Grand Juror parking will be reserved in the University Savings parking lot on the east side of the Hold Building (12 spaces) during the normal meeting times of the Grand Jury, from 08:00 a.m. to 5:00 p.m. Monday through Friday.

(iii) Visiting judges (2 spaces) 1st Floor Stokes garage.

(iv) Citizen volunteers (3 spaces in each of the downtown parking facilities).

(v) General Services will provide delivery areas to serve County buildings, by either designating places on County property or by working with the City of Austin for establishment of delivery zones on city streets.

(B) NOTE: Special parking for disabled citizens (not County employees) will be provided on city streets, convenient to County buildings. The General Services Department shall seek the appropriate City of Austin designation of such spaces to insure sufficient number and convenient location of such enforceable "Disabled Only" parking spaces.

(C) Spaces shall be reserved for County vehicles, as shown in Appendix B.

(D) Spaces shall be reserved for individuals holding key positions with the County at a parking facility in closest proximity to the place of work, as shown in Appendix C. These parking spaces are assigned to the County position and are not assigned to the individual person.

(E) Spaces shall be assigned to all other County employees on a first come, first served basis, as provided in the "Parking Assignment Procedures." Parking spaces provided to employees by the County are for the sole use of the employee and may not be subleased or traded except through authorized procedures. "Subleasing" or substituting parking spaces without authorization from General Services may result in forfeiture of an assigned parking space.

(2) County-provided Transportation-To ensure the equitable assignment of County-provided employee parking spaces, a waiting list shall be kept of employees who have applied for, but have not been assigned a County-provided space. Those employees on the waiting list shall be offered Dillo passes from General Services without cost to the employee.

(3) Non-county Free Public Parking-Where there is free public parking within a convenient distance of the County employees' place of work, County employees will be expected to make use of the free facilities and will not receive Capital Metro passes.

Appendix A: Current parking policy

(a) General-The Director of General Services shall manage the assignment of spaces and shall monitor and enforce space assignments.

(b) Public and Key Position Assignments

(1) The General Services Department shall assign parking spaces for public uses, county-owned and private vehicles of key personnel, as indicated in "Parking Inventory," Section A.

(2) The Commissioners Court acknowledges that initial reassignment of currently assigned spaces may be necessary to achieve the most rational and equitable allocation of parking spaces.

(c) First Come, First Served Rule²

(1) General Services shall establish a ledger listing each employee who has requested an assigned parking space.

(2) Each listing on such ledger will be serially numbered and the date and time of receipt of the employee's request noted. Each employee will receive a receipt indicating their request order number.

(3) The request for an assigned space will note any special requests (e.g. medical need, car pool, specific lot or garage space, etc.).

(4) SPACES WILL BE ASSIGNED BY GENERAL SERVICES IN ORDER AS LISTED ON THE REQUEST LEDGER, WITH ONLY THE FOLLOWING EXCEPTIONS, IN ORDER OF PRIORITY:

(A) An assignment may be made out of serial order to accommodate an employee's need based on a permanent or long term medical need, when satisfactory documentation of such need is presented to the Director of General Services.

(B) An assignment may be made out of serial order to accommodate a transfer of an employee from one parking space to another, who has previously requested such a transfer. A separate ledger will be maintained for transfer requests.

(C) An assignment may be made out of serial order to accommodate a request for a car pool space of three or more County employees.³ Documentation of members of the car pool must be presented to the Director of General Services prior to such assignment. It shall be the duty of the General Services Department from time to time to verify that such parking space is still being used by a car pool of 3 or more employees. The assignment of such a parking space will be revoked if the car pool ceases to exist and the space will be assigned in order to the next request on the Request Ledger.

² On Sept. 21, 2010, the Commissioners Court approved changing the ledger-based assignment procedure described in this section to assignment based on "hire date." (See §11.008(b) of proposed replacement Parking Policy.)

³ On Sept. 21, 2010, the Commissioners Court approved changing this definition of "car pool" to: "a group of two or more County employees riding in the same vehicle to their workplace at least three out of five County work days a week." (See §11.002(b) of proposed replacement Parking Policy.)

Appendix A: Current parking policy

The Director of General Services shall work with Capital Metro to develop a specialized park and ride program for County employees similar to the program designed for employees of the State Comptrollers Office.

(D) General Services shall send immediate notice to the next employee in serial order on the Request Ledger when one of the above exceptions is to be exercised so the employee may appeal such assignment, if desired.

(5) Notwithstanding the prohibition against subleasing or trading parking spaces as provided in Section II, A (4.) of this Policy, the Director of General Services is authorized to work with the Sheriff and the Director of Adult Probation to accommodate shift changes and work site transfers.

(6) When a space is assigned, the Request Ledger will be marked to show the numerical order of assignment and the date on which the assignment was made.

(7) It shall be the responsibility of the Personnel Department to inform new County employees of the Parking Policies and Procedures. The Personnel Department shall also provide to General Services on a weekly basis a report of employee transfers and terminations so that the Request Ledger can be updated.

(d) Park and Ride Services

(1) When an employee does not have access to convenient free public parking and has applied for but has not been assigned a County-provided space, the General Services Department shall provide the employee with free tokens for use of the Capital Metropolitan Authority's Park and Ride Service.

(2) The General Services Department shall also make available to employees using the park and ride service up-to-date Park and Ride scheduling information.

(e) Complaints and Appeals

(1) When an employee believes that General Services has erred in the assignment of a parking space according to these policies and procedures, the employee shall present the complaint in writing to the Director of General Services.

(2) The Director shall review the parking assignment for conformance with adopted parking policies and procedures and shall render his decision on that basis.

(3) Employees may appeal the Director's final decision to the Commissioners Court by so requesting, in writing, to the Director. The Director shall request that the matter be entered on the Commissioners Court agenda for the next practicable session of the Court. The Court shall consider the appeal and make the final decision on the parking assignment.

(f) Control of Parking Areas

(1) Personal and County vehicles will be parked only in assigned spaces.

(2) Employees will be responsible for reporting to General Services any change in employee vehicle or vehicle license number.

Appendix A: Current parking policy

(3) Control of the parking lots will be based on a "complaint" system. If an employee finds an unauthorized vehicle parked in the employee's space, the employee must contact General Services, which will take appropriate action to remove the vehicle. General Services will make an effort to find the driver of the unauthorized vehicle, up to one half hour after notification of the complaint, to ask the driver to voluntarily move his vehicle. In the event that conditions, in the opinion of General Services, do not permit a search for the driver of the offending vehicle, then immediate action may be taken by General Services to remove the vehicle.

(4) General Services will be authorized to place warning tickets on vehicles that are parked in a County parking lot without proper authorization.

(5) Unauthorized vehicles parked in a County parking space and abandoned vehicles will be subject to impoundment at the owner's expense.

§ 11.004

APPENDIX A

TRAVIS COUNTY PARKING INVENTORY

FACILITY	SPACES
Courthouse	20
North side Courthouse (Sheriff Patrol)	12
Courthouse Annex	13
TCAB	375
Lot 2 (Behind Annex)	50
Lot 10 (11th Street rental)	38
San Antonio Garage	207
Palm Square	128
PITD	25
Adult Probation, 624 Pleasant Valley Rd.	58, 1 HC
DP Admin. Bldg.	4
Travis County Jail, 1008 San Antonio	12, 3 for vans
Post Road	103, 5 reserved, 3 HC
Sat. 1	24
Sat. 2	107, 4 HC
Sat. 3	74, 2 HC
Sat. 4	40
Farmers Market	56, 27 compact, 3 HC
Vehicle Maintenance, 10th & Lamar	2
East Rural Ctr.	29, 2 HC
SE Rural Ctr.	34, 4 HC
Garbage Transfer, RR 620	3
Warehouse, 1600 Smith Rd.	36, 1 HC
Weatherization, E. 1st. St.	11
Gardener/Betts Juvenile	58, 31 compact, 4 HC
TCACS, 8712 Shoal Creek	91, 9 reserved
Sheriff Department, 7th. & West	86, 3 visitors
13th. St. & Guadalupe	30

November 30, 1989

Appendix A: Current parking policy

§ 11.005

APPENDIX B
LIST OF PARKING SPACES
FOR COUNTY VEHICLES

<u>Department</u>	<u>Location</u>	<u>Number</u>
District Attorney	Stokes Garage	29
Sheriff's Office	San Antonio Garage (inside cage)	10
	San Antonio Garage	10
	behind new jail	12
	designated for vans behind old credit union	3
	USB South Lot	82
	Stokes Garage	20
Constable-Prct. 5	Courthouse Parking Lot	1
General Services	Stoke Garage	9
	Holt Building	1
PITD	San Antonio Garage	30
Probation Dept.	Stokes Garage	10
Visiting Judges	Stokes Garage	2
Grand Jury	Holt Building	12
Press	Stokes Garage	3
Medical Examiner's Office	Stokes Garage	1
Domestic Relations Guardians	Stokes Garage	12
County Attorney	Stokes Garage	3

Appendix A: Current parking policy

§ 11.006

APPENDIX C

TRAVIS COUNTY PARKING AND PASSENGER SHUTTLE SERVICE POLICIES AND PROCEDURES

Key Positions/Assigned Parking

County Judge

County Judge
Administrative Assistant
Administrative Assistant

Commissioner, Precinct One

Commissioner
Administrative Assistant

Commissioners, Precinct Two

Commissioner
Administrative Assistant

Commissioner, Precinct Three

Commissioner
Administrative Assistant

Commissioner, Precinct Four

Commissioner
Administrative Assistant

Auditor's Office

Auditor
Assistant Auditor

Tax Assessor/Collector Office

Tax Assessor/Collector
Chief Deputy

Budget and Research

Director
Budget and Research Manager

Personnel

Director
Assistant Director

Data Processing

Director
Assistant Director

General Services

Director
Director/Communication Resources Division

Facilities Engineer

Appendix A: Current parking policy

Facilities Engineer
Facilities Planner

Purchasing Department

Director
Purchasing Manager

Veterans Services

Veterans Services Officer

District Clerk

District Clerk
Chief Deputy

District Judges

53rd District Judge
98th District Judge
126th District Judge
200th District Judge
201st District Judge
250th District Judge
261st District Judge
345th District Judge
353rd District Judge
167th District Judge
147th District Judge
299th District Judge
331st District Judge

District Court Administration

Court Administrator
Court Coordinator IIs (7)
District Court Masters (2)
Jury Coordinator

District Attorney's Office

District Attorney
Special Assistant District Attorney

County Clerk

County Clerk
Chief Deputy County Clerk

County Court-at-Law Judges

Judge, Court 1
Judge, Court 2
Judge, Court 3
Judge, Court 5
Judge, Court 6
Judge, Court 7

County Court-at-Law Administration

Deputy Court Administrator
Court Coordinator IIs (4)

County Attorney's Office

County Attorney

Appendix A: Current parking policy

First Assistant

Probate Court

Probate Judge
Administrative Assistant

Justices of the Peace

Justice of the Peace, Precinct 1
Justice of the Peace, Precinct 2
Justice of the Peace, Precinct 3
Justice of the Peace, Precinct 5

Justice of the Peace - Administration

Supervisors (4)

Constable, Precinct 5

Constable
Chief Deputy

Domestic Relations

Assistant Juvenile Court Chief

Personal Bond

Director
Assistant Director

Human Services

Director
Deputy Director

EMS

Director
Chief Helicopter Pilot

Public Improvements and Transportation Department

Director
Assistant Director (2)
Employees visiting courthouse on county business (3 spaces)

Sheriff's Department

Sheriff
Chief Deputy

Medical Examiner

Medical Examiner
Administrative Assistant
County Vehicle (1)

Adult Probation

Director

Treasurer's Office

Treasurer

County Environmental Analyst (1)

Risk Manager

Appendix A: Current parking policy

Director

Supervisor and Corrections (10)

Visiting Judges (2)

Public/Grand Jury (12)

Appendix B: Proposed replacement policy

Chapter 11. Parking¹

Contents:

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11.004	Commuting Options 3
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11.001 Purpose

(a) Chapter 11 has the following purposes.

- (1) Codify the policy and associated procedures which Travis County uses to allocate limited parking resources.
- (2) Implement and enforce such policy and procedures in an efficient, transparent, and effective manner.
- (3) Provide parking facilities or arrangements for Travis County employees in a consistent, rational, and equitable manner.

(b) The scope of this policy is limited to County Parking Facilities located in the CBD until such time that parking spaces in non-CBD facilities need to be allocated using the procedures established by this policy.

(c) This Chapter 11 shall also be known as the "Parking Policy."

11.002 Definitions

For the purposes of this chapter, the following words have the following meanings.

- (1) "Assigned Space" means a Non-Reserved Space that has been assigned to an employee on the Waitlist.
- (2) "Carpool" means a group of two or more County employees riding in the same vehicle to their workplace at least three out of five County work days a week.

¹ Chapter 11 was replaced by Travis County Commissioners Court on date, Item #.

Appendix B: Proposed replacement policy

- (3) "Central Business District" ("CBD") means the downtown section of the City of Austin in which the highest percentage of retail, office, hotel, entertainment, and governmental land uses are located.
- (4) "Commissioners Court" means the Travis County Commissioners Court.
- (5) "County Executive" means the director, or equivalent, of the following County departments or offices whose primary location, on the date of adoption of this policy, is within the downtown central campus: Planning and Budget, Transportation and Natural Resources, Information Technology Services, Justice and Public Safety. This term will be extended to include any County Executive whose department or office relocates to the downtown central campus from another location in the County.
- (6) "County-Owned Vehicles" means those vehicles owned by Travis County.
- (7) "County Parking Facilities" means the complete inventory of parking facilities located in the CBD and listed in 11.012.
- (8) "Elected Officials" means the appointed or elected individuals holding the following offices so long as the primary location of the office is within the downtown central campus: Auditor, Commissioners, Constables, County Attorney, County Judge, District Attorney, District Clerk, Justices of the Peace, Purchasing Agent, Treasurer.
- (9) "Non-Reserved Space" means a parking space in a County Parking Facility that does not fall within a Reserved Spaces category under 11.007. Non-Reserved Spaces include the general pool of parking spaces from which employees on the Waitlist are assigned spaces or zones.
- (10) "Parking Administrator" means the Travis County employee designated to manage and enforce this Parking Policy. The Parking Administrator shall be selected by the County Executive designated by Commissioners Court to be responsible for parking matters.
- (11) "Parking Committee" means the panel consisting of those County employees appointed by the Commissioners Court and having the responsibilities described in 11.010.
- (12) "Reserved Space" means a parking space in a County Parking Facility that has been removed from the pool of available non-reserved County-provided parking spaces because it falls within one of the Reserved Space use categories described in 11.007.
- (13) "Specified Position Space" means a parking space reserved for those specified positions listed in 11.013 and located in a non-zoned County Parking Facility.

Appendix B: Proposed replacement policy

- (14) "Specified Position Zone" means a zoned area reserved for those specified positions listed in 11.013 and located in a zoned County Parking Facility.
- (15) "Transfer Request List" means the list of County employees who have requested a transfer from one assigned County Parking Facility to another.
- (16) "Waitlist" means the list of County employees who have not yet been assigned a County-provided parking space, and which is maintained by the Parking Administrator to ensure the equitable assignment of County-provided parking spaces.
- (17) "Waitlist Number" means the serial number assigned to a County employee on the Waitlist.

11.003 Administration of this Policy

- (a) The County Executive designated by Commissioners Court to be responsible for parking matters is hereby authorized to delegate the responsibilities and duties assigned to him or her in this Parking Policy to the Parking Administrator.
- (b) The Parking Administrator shall manage the assignment of parking spaces in County Parking Facilities according to this Parking Policy and perform the other duties assigned to him or her in this Parking Policy.
- (c) It shall be the responsibility of the Human Resources Management Department to inform new County employees of this Parking Policy.
- (d) The Auditor's Office shall provide to the Parking Administrator, on a semi-monthly basis, a report of employee transfers, new hires and terminations so that the Waitlist may be updated.

11.004 Commuting Options

- (a) The Parking Administrator shall use best efforts to make available information regarding employee commuting options on the intranet.
- (b) The Human Resources Management Department shall present to employees commuting options during New Employee Orientation by distributing any materials that have been provided to the department by the Parking Administrator.

11.005 Inventory and Control of Parking Facilities

- (a) Inventory. The Parking Administrator shall update the County Parking Facilities inventory at least twice a year. Such updates may be made without amending this Parking Policy.

Appendix B: Proposed replacement policy

- (b) **Striping and Signage.** The Parking Administrator shall coordinate striping and signage of the County Parking Facilities. This responsibility shall include painting and/or installation of appropriate signage (space numbers, Specified Position titles and any other necessary information) on all spaces located within the County Parking Facilities.
- (c) **Unauthorized Vehicles.** The Parking Administrator shall be responsible for Parking in County Parking Facilities.
 - (1) **Enforcement.** Enforcement of this Travis County Parking Policy shall be based on a "complaint" system. If an employee finds an unauthorized vehicle parked in the employee's assigned parking space, or in a parking space that the employee reasonably believes to be an illegal or dangerous space, the employee may contact the Parking Administrator, which shall take appropriate action to resolve the situation, including by arranging for removal of the vehicle from the parking facility.
 - (2) **Enforcement Procedure.** The Parking Administrator will make a reasonable effort to locate the driver of the unauthorized vehicle after receiving the complaint, and, if the driver is located, shall ask the driver to immediately move the unauthorized vehicle. In the event that the Parking Administrator concludes that circumstances do not permit a search for the driver of the unauthorized vehicle, or if the driver of the unauthorized vehicle refuses to move, then the Parking Administrator may take immediate action to remove the vehicle from the County Parking Facility.
- (d) **Warnings.** The Parking Administrator may place warning tickets on vehicles that are parked in a County Parking Facility without proper authorization.
- (e) **Towing.** Unauthorized and/or abandoned vehicles parked in a County Parking Facility will be subject to impoundment at the vehicle owner's expense.

11.006 Additional Parking Facilities

- (a) **Non-County Temporary Parking Permits**
 - (1) Temporary parking permits for use of spaces located on the grounds of the University of Texas campus will be provided to early-voting elections personnel, convenient to the University of Texas early voting site.
 - (2) The Travis County Elections Division staff shall seek to obtain an appropriate number of such permits to ensure that early-voting elections personnel are provided a sufficient number of temporary parking spaces, in convenient locations.
- (b) **Acquisition of Additional Properties**
 - (1) Within ten (10) business days of the closing of a real estate transaction in which the County acquires title to real property that includes an

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additional parking facility, the additional facility shall be added to the inventory of County Parking Facilities listed in 11.012. In the event the additional parking facility will not be available for parking immediately upon acquisition by the County, a note to that effect will be included in the inventory listing.

- (2) Within five (5) business days of the inventory update, the parking spaces made available as a result of the real estate acquisition will be assigned in accordance with the Assignment Procedures described in 11.008(b).

(c) Leased Parking Facilities

- (1) Within ten (10) business days of the conclusion of a lease or license transaction in which the County acquires the right to use additional parking spaces in facilities owned by third parties, the additional facility shall be added to the inventory of County Parking Facilities listed in 11.012.
- (2) Within five (5) business days of the inventory update, the parking spaces made available as a result of the lease or license transaction will be assigned in accordance with the Assignment Procedures described in 11.008(b).
- (3) In the event a lease or license to use parking spaces in a third-party facility is terminated by the third-party owner/operator, the Parking Administrator shall notify all employees who use such spaces as soon as practicable after receiving notice of the termination by the third-party owner/operator. Reassignment of parking spaces for affected employees shall proceed in accordance with §11.008(b)(2)(D).
- (4) At least fifteen (15) days prior to the expiration of a lease or license to use parking spaces in a third-party facility, the Parking Administrator shall notify all employees who use such spaces of the imminent expiration date. Reassignment of parking spaces for affected employees shall proceed in accordance with §11.008(b)(2)(D).

11.007 Reserved Spaces

- (a) Reserved Spaces. Parking spaces shall be reserved in the downtown area for the uses and durations specified below:

- (1) Public Use. Eleven (11) spaces in one or more County Parking Facilities are reserved for use by members of the public while they are conducting business with the County.
- (2) Grand Juror Use. Twelve (12) spaces on the southwest corner of 11th Street and Guadalupe Street shall be reserved for use by the members of the Grand Jury during their prescheduled meeting times. At all other times, the spaces will remain reserved for temporary assignment by

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the Parking Administrator on an as-needed basis and in his/her discretion.

- (3) Visiting Judges Use. Five (5) spaces in the downtown campus area shall be reserved for visiting judges. Visiting judges will be strongly encouraged to first use the space assigned to the judge for whom they are substituting. If that is not possible, they may use the reserved spaces designated as "Visiting Judges" spaces.
 - (4) Volunteer Use. Three (3) spaces shall be reserved in the downtown campus area for use by volunteers in County facilities. The Parking Administrator shall provide volunteers with a placard or other written signage that may be placed in the volunteer's vehicle identifying the vehicle as authorized to use the reserved space.
 - (5) County-Owned Vehicles Use. County-Owned Vehicles will be assigned spaces in County Parking Facilities on an as-needed basis when and if parking on public thoroughfares is not available.
 - (6) Specified Position Use. Specified Position Spaces and Specified Position Zones shall be reserved at the County Parking Facility located in closest proximity to the place of work of the person holding the specified position. Specified Position Spaces and Specified Position Zones are assigned to the County position, not to the individual person holding that position. An employee hired into a specified position receives a Specified Position Space or access to a Specified Position Zone but does not retain the Specified Position Space or access to the Specified Position Zone if he or she transfers to a position not listed in 11.013.
- (b) Restrictions. Because any increase in the number of Reserved Spaces inventory reduces the pool of assignable spaces to County employees, the following restrictions apply:
- (1) Contracts. Parking spaces may not be assigned to vendors by contract unless the proposed space is reserved by amending this Parking Policy.
 - (2) Sub-Leasing. Parking spaces provided to a County employee, either by reservation or by assignment, are for the sole use of the employee and may not be subleased or traded except through authorized procedures. "Subleasing" or substituting parking spaces without authorization from the Parking Administrator may result in forfeiture of an assigned parking space. However, allowing another County employee to use one's assigned space if the space would otherwise be unused is not restricted.
 - (3) Revising Number or Category of Reserved Spaces or Specified Positions. Revision of the number or category of Reserved Spaces listed in 11.007(a) or revision of the number of Specified Positions

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requires the approval of the Commissioners Court through the amendment of this Parking Policy.

- (4) One Space per Employee. No employee may be assigned more than one space.

11.008 Non-Reserved Spaces

- (a) Responsibility. The Parking Administrator shall be responsible for:
 - (1) Assigning parking spaces from the pool of Non-Reserved Spaces to employees on the Waitlist according to this Parking Policy.
 - (2) Maintaining the Waitlist.
 - (3) Maintaining the Transfer Request List.
 - (4) Monitoring and enforcing parking space assignments. This responsibility includes administering towing procedures when needed.
 - (5) Providing process transparency. For transparency and auditing purposes, the Waitlist, the Parking Facility Inventory and this Parking Policy shall be made available for viewing on the Travis County intranet.
- (b) Assignment Procedures. Non-Reserved Spaces shall be assigned to County employees in Waitlist Number order, which is based on hire date.
 - (1) Waitlist. The Parking Administrator shall establish and maintain the Waitlist.
 - (A) The Waitlist will include the employee number, the date of hire and the employee's Waitlist Number.
 - (B) The Waitlist will be available on the Travis County intranet.
 - (C) Each employee who has a Travis County email account and whose name has been added to the Waitlist will receive an email notification indicating the employee's Waitlist Number at least annually.
 - (2) Waitlist Number. Each employee on the Waitlist will be given a Waitlist Number.
 - (A) The date of hire of the employee will serve as the effective date of that employee's entry onto the Waitlist.
 - (B) In the event multiple employees are hired on a given date, the names of the employees shall be entered on the Waitlist in order of employee number (from lowest to highest), as designated by the Travis County Auditor's Office.
 - (C) When an employee receives an assigned parking space, that employee's name will be removed from the Waitlist and the next employee on the Waitlist will move up.

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- (D) Within five (5) days of termination/expiration of a lease or license for use of parking spaces in third-party facilities in which an employee has been assigned a parking space, the Parking Administrator shall place the names of affected employees back on the Waitlist, in the order described above (hire date, then employee number).
 - (E) Within five (5) days of receiving the semi-monthly report from the Auditor's Office detailing personnel changes, the Parking Administrator shall make the necessary adjustments to the Waitlist.
- (3) Assignment List. The Parking Administrator shall keep a written record of spaces assigned, employees assigned to the spaces, the numerical order of space assignments, and the date on which the assignment was made.
- (4) Special Requests. Employees may submit any special requests (e.g. medical need, car pool, specific lot or garage level, etc.) that the employee wishes the Parking Administrator to consider when that employee is assigned a parking space. The Parking Administrator, in his or her discretion, may consider or refuse to consider such special requests.
- (5) Exceptions. Spaces will be assigned by the Parking Administrator in order as listed on the Waitlist, with only the following exceptions, in order of priority:
- (A) Medical Need. An assignment may be made out of Waitlist serial order to accommodate an employee's need based on a permanent or long-term medical need, when satisfactory documentation of such need is presented to the Parking Administrator. The assignment shall be for the duration of the medical need. The Parking Administrator shall have discretion to make assignments out of Waitlist serial order for medical reasons.
 - (B) Carpool. An assignment may be made out of Waitlist serial order to accommodate a request for a Carpool space.
 - (i) Documentation of members of the Carpool must be presented to the Parking Administrator as a precondition to receiving a Carpool assignment.
 - (ii) It shall be the duty of the Parking Administrator from time to time to verify that each assigned Carpool space is still being used by a Carpool of two (2) or more County employees. The assignment of a Carpool space will be revoked if the Carpool ceases to exist and the space will be reassigned to the employee listed next in order on the Waitlist.

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- (iii) Once one of the members of the Carpool is assigned an individual parking space, the remaining member of the Carpool shall have ten (10) days to replace that member with another County employee; if no replacement is found within the time required, the Carpool space will be reassigned.
 - (iv) In the event Travis County receives a grant intended to encourage use of carpooling as a means of transportation, such funds shall be used, to the extent permitted by the Carpool grant terms and conditions and any other applicable laws, to support and advance the goals and purposes set forth in this policy.
- (C) *Move to Specified Position.* When an employee on the Waitlist becomes eligible to receive a Specified Position Space or a Specified Position Zone listed in 11.013, that employee must, as of the effective date of the eligibility, immediately begin to use the Specified Position Space or Specified Position Zone specially designated for that position.
 - (i) That employee's name shall be removed from the Waitlist and the Waitlist order will be accordingly adjusted.
 - (ii) If the employee appointed to a Specified Position has already received, and is using, an assigned space or zone, the employee shall, effective as of the date of appointment, immediately begin to use the Specified Position Space or Specified Position Zone and cease using the previously assigned space or zone, which shall be reassigned in serial order of the Waitlist.
- (D) *Move from Specified Position.* When an employee moves from a Specified Position listed in 11.013, that employee will be placed on the Waitlist in the order specified in 11.008(b).

11.009 Transferring Non-Reserved Spaces

- (a) *Transferring Spaces.* Employees who have been assigned a Non-Reserved Space may request a transfer of their assigned parking space to an available Non-Reserved Space by contacting the Parking Administrator to have their name added to the Transfer Request List. Transfer requests will be granted for the purpose of transferring an assigned space in a remotely located County Parking Facility to a location in closer proximity to the employee's worksite.
 - (1) Transfer requests will be granted in priority order based on, first, the date of submission of the transfer request and, second, the distance (greatest to least) between the employee's worksite and the County Parking Facility in which the employee's assigned space is located.

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- (2) If multiple employees request transfers on the same date, and the distance between those employees' worksites and the County Parking Facilities in which their assigned spaces are located is equal, then the transfer requests shall be granted in order of, first, hire date, and, second, employee number (from lowest to highest).
- (b) Shift Changes. Notwithstanding the prohibition against subleasing or trading parking spaces, the Parking Administrator is authorized to work with various Travis County departments, including the Sheriff's Office and the Community Supervision and Corrections Department, to accommodate shift changes and work-site transfers for employees of those departments, and may reassign parking spaces from time to time accordingly.

11.010 Parking Committee

- (a) Purpose. The Parking Committee shall have as its primary purpose the final resolution, in an expeditious and fair manner, of conflicts and disputes related to County-provided parking spaces and/or arising out of this Parking Policy.
- (b) Responsibilities. The Parking Committee shall:
 - (1) Assist. Assist the Parking Administrator in overseeing the implementation, management and enforcement of this Parking Policy.
 - (2) Evaluate. At least once annually, assess and evaluate the quality of the Parking Administrator's performance of his/her obligations as set forth in this Parking Policy.
 - (3) Research. Continue to research and monitor alternative transportation modes that are or may become available to County employees and to present such alternatives to the Commissioners Court at least once every two years.
 - (4) Audit. At least once annually, perform a comprehensive audit (including a written report and any other appropriate documentation) evaluating the extent to which the purposes of this Parking Policy as described in 11.001 have been achieved.
 - (5) Recommend. On an as-needed basis, recommend modifications to this Parking Policy and/or adoption of supplementary County transportation policies.
- (c) Complaints. The Parking Committee shall also receive, maintain and act on complaints and appeals received from County employees relating to Parking Policy matters, including without limitation those matters described in 11.011.
- (d) Composition and Selection.
 - (1) Membership. The Parking Committee shall consist of seven (7) members, all of whom shall be full-time County employees. At least two (2) members of the committee should be on the Waitlist and at least two (2) members should use alternate methods of transportation

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regularly. For each grievance, at least three (3) members will be selected to serve.

- (2) Excluded. The following positions or departments are excluded from membership eligibility:
 - (A) elected or appointed officials;
 - (B) immediate staff to the Commissioners Court;
 - (C) the Parking Administrator; and
 - (D) immediate staff to the County Executive who supervises the Parking Administrator.
- (3) Selection. Parking Committee members shall be selected by Commissioners Court.
- (4) Term. Parking Committee members shall commit to serve a two-year term.

11.011 Complaints and Appeals.

- (a) Written Complaint. When an employee believes that the Parking Administrator has erred in the assignment of a parking space according to this Parking Policy, or has otherwise failed to manage the County Parking Facilities and/or to enforce this Parking Policy in a prompt, fair and conclusive manner, the employee shall present the complaint in writing to the Parking Committee.
- (b) Review by Committee. The Parking Committee shall review the parking assignment, or other Parking Policy matter that is the subject of the complaint, for conformance with this Travis County Parking Policy and shall either affirm or modify the Parking Administrator’s decision or render a new decision on that basis.
- (c) Appeal to Commissioners Court. Employees may appeal the Parking Committee’s decision to the Commissioners Court by notifying the Commissioners Court in writing of their intent to appeal and by requesting that the matter be placed on the Commissioners Court agenda. During the next practicable Voting Session of the Commissioners Court, the Commissioners Court shall consider the appeal and make a final decision on the parking assignment or other Parking Policy matter that is the subject of the complaint.

11.012 Inventory of Downtown County Parking Facilities

<u>Lot or Garage</u>	<u>Status</u>	<u>Stall Count</u>
10 Guadalupe Lot, SE corner of 10 th and Guadalupe Sts	Owned	68

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12 Guadalupe Lot, 1250 Guadalupe St	Leased	5
13 Guadalupe Lot, 304 W. 13 th St	Leased	10
700 Lavaca Garage, 316 W. 8 th St	Owned	673
812 San Antonio Garage, 812 San Antonio St	Leased	60
9 Lavaca Garage, 901 Lavaca St	Leased	60
910 Lavaca Lot (Rusk), 910 Lavaca St	Owned	22
Courthouse Lot (Front), 1000 Guadalupe St	Owned	20
Executive Office Building (EOB) Garage, 411 W. 13 th St	Owned	121
Grand Jury Lot (on 11th Street), 1000 Guadalupe St	Owned	12
San Antonio Garage, 910 San Antonio St	Owned	381
Granger Garage, 323 W. 12 th St	Owned	391
Texas Association of Counties (TAC) Garage, 1210 San Antonio St	Leased	25
Under Annex Lot, 505 W. 11 th St	Owned	19
University Savings Building (USB) Lot, 1010 Lavaca St	Owned	134
Total Spaces		2,001

11.013 Specified Positions

- (a) Assigned. In an assigned system, the following positions are defined as Specified Positions.
- (1) Elected Officials receive two spaces, one for the Elected Official, plus one for the Assistant Director (or equivalent).
 - (2) County Executives receive two spaces, one for the County Executive, plus one for the Assistant Director (or equivalent).
 - (3) Courts receive three spaces each, one space each for the judge, court reporter, and Bailiff/Court Operations Officer.

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- (b) Zoned. In a zoned system, the following positions are defined as Specified Positions.
 - (1) Each Elected Officials receives one space.
 - (2) Each County Executive receives one space.
 - (3) Each Judge receives one space.



Travis County Commissioners Court Agenda Request

Meeting Date: August ²³~~9~~, 2011

Prepared By/Phone Number: David A. Salazar 854-4107

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

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Receive Report from the Compensation Committee and Take Appropriate Action.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

On July 12, 2011, the Court was furnished and heard Part I of the Report from Travis County's Compensation Committee. Sherri Fleming, County Executive, Health and Human Services and Veterans Service, and Todd Osborne, Compensation Manager, Human Resources Management Department, informed the Court regarding the work of the Committee and the issues and strategies the Committee considered before making its recommendations to the Court.

STAFF RECOMMENDATIONS:

Please see attached document.

ISSUES AND OPPORTUNITIES:

Please see attached document.

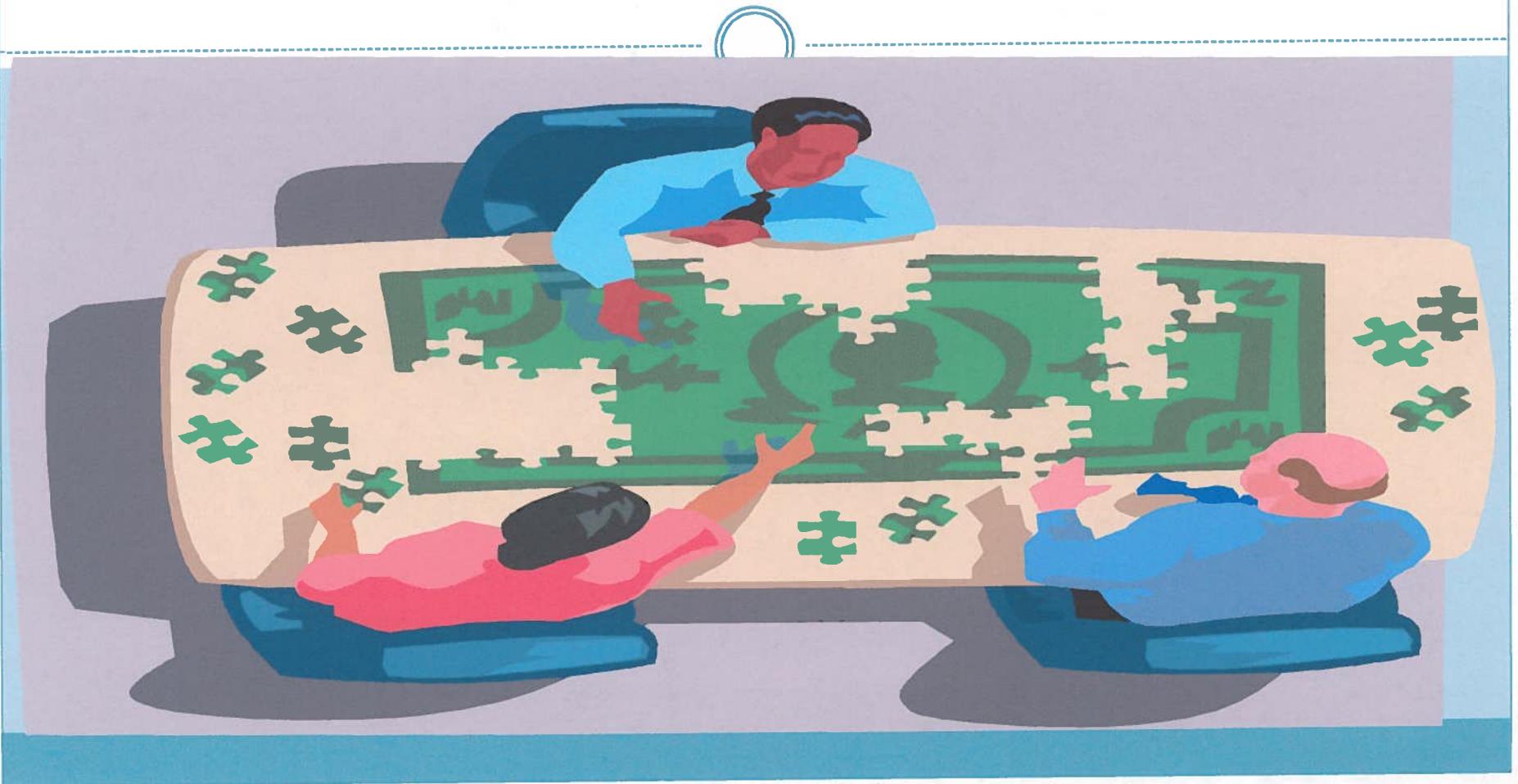
FISCAL IMPACT AND SOURCE OF FUNDING:

Please see attached document.

REQUIRED AUTHORIZATIONS:

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

Travis County Government Compensation Committee Report – Part II



Committee History



- Committee was formed by direction of Commissioners Court in February, 2009.
- 33 Committee meetings held between February 18, 2009 and April 6, 2011.
- First 10 meetings used outside facilitator (Evergreen Solutions).
- Compensation work sessions held Oct 14-15 and Nov 23, 2009.
- Representation on Committee based on job family.

Compensation Committee Members



Committee Member	Department
Todd Osburn	HRMD
Joe Harlow (non-voting)	ITS
Jim Collins (Chair)	County Attorney
Vicki Skinner	District Attorney
Rodney Rhoades	PBO
Susan Spataro	County Auditor
Dusty Knight	Tax Assessor-Collector
Carol Joseph	Transportation and Natural Resources
Sherri Fleming (Co-Chair)	Health, Human Services and Veterans
Greg Powell	AFSCME
Estela Medina	Juvenile Probation
Debbie Rich	Travis County Sheriff's Department

Compensation Committee Members



Committee Member	Department
Debra Hale	Criminal Courts
Peg Liedtke	Civil Courts
Susan Bell	County Clerk
Michelle Brinkman (Parliamentarian)	District Clerk
Carlotta Leavy (Secretary)*	HRMD
*Appointed 2/3/10 - Not Committee member	

Compensation Committee Objectives



- Review the County's current compensation philosophy, strategy, and policy and identify issues that affect classified employees.
- Analyze, prioritize and make recommendations for short and long-term improvements.
- Revise Compensation Philosophy based on County needs and compensation trends.
- Develop a Compensation Strategy based on existing issues that is consistent with Philosophy.
- Form related policy recommendations that enhance the County's compensation system and are consistent with Compensation Strategy.

Challenges Encountered



- **Changes in Administrative Operations and HRMD.**
- **Committee rules and organization.**
- **Decentralized nature of county government.**
- **Exclusion of POPS from scope.**
- **Connection between compensation and budget.**
- **Extent to which focus should be on past issues versus forward focus.**

Key products

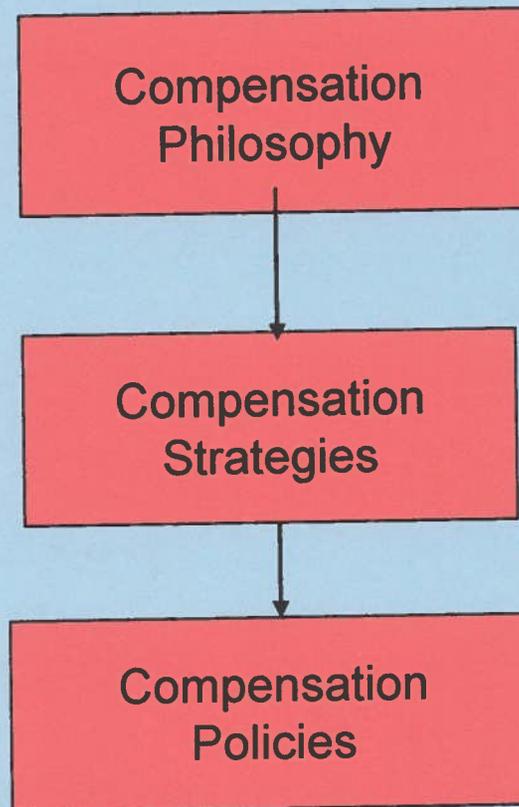


- **Compensation Philosophy**
- **Compensation Strategy**
- **Changes/modifications to current Compensation policy**
- **Communication Strategy**

Order of Focus



Sequence of Deliberations



Current Compensation Philosophy

“The people of Travis County will receive quality service from a talented, dedicated, and diverse workforce that will be attracted and retained through a competitive, progressive compensation system.”

Recommended **Compensation Philosophy**

“Travis County considers it a high priority to recruit, motivate, and retain employees capable of providing exemplary service to the residents of Travis County by using a total compensation system that is fair, flexible, and market competitive.”



Changes to Compensation Philosophy



- Although some of the distinctions are subtle, the proposed changes to the compensation philosophy reflect some discernible shifts.
- The revised compensation philosophy more clearly places the emphasis of the compensation philosophy on recruitment, motivation and retention of employees. Employees are expected to provide exemplary service to County residents in return.

Changes to Compensation Philosophy (Cont)



- Another shift is the addition of the phrase “total compensation”, which reflects the Committee’s desire to move the compensation system beyond mere cash compensation to include benefits and work/life factors.
- The proposed compensation philosophy emphasizes that the system must be fair to all employees while maintaining sufficient flexibility to account for differences in the type of work performed.

Changes to Compensation Philosophy (Cont)



- **The Committee also chose to emphasize the need for market competitiveness in the philosophy statement, which requires the County to regularly and accurately measure market conditions.**

Primary Areas of Compensation Strategy



Strategy document was structured around four primary areas.

- Total Compensation
- Structure
- Pay Equity
- Employee Mobility

Strategy Area 1 – Total Compensation



Key Issues & Questions

- Trend is toward examining all aspects of compensation comprehensively rather than breaking into separate components.
- County structure is not set up to look at issues comprehensively, particularly during the budget process.
- What components make up total compensation?
- Are components comparable and measurable?
- Where does County want to position itself in comparison to the market?

Strategy Area 1 – Total Compensation



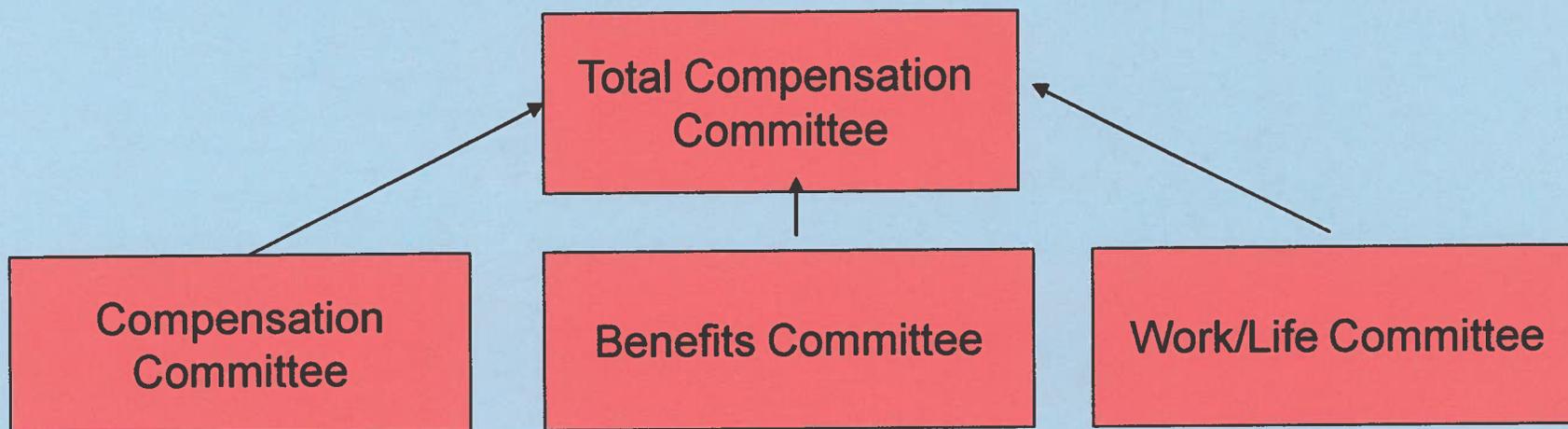
Total compensation commonly contains three elements:

- Cash compensation – base pay and variable pay
- Benefits – tangible awards such as insurance and retirement
- Work/life satisfaction – less tangible awards such as job security and training (to the extent that such items can be matched and measured among comparable employers)

Strategy Area 1 – Total Compensation



Proposed total compensation structure



Strategy Area 1 – Total Compensation



Where does Travis County want to position itself from a market standpoint?

- Travis County seeks to maintain a market match philosophy, averaging at the 50th percentile, in cash compensation and a high market match philosophy in Group Benefits, with a focus on Wellness Initiatives in order to contain costs.

Strategy Area 2 - Structure



Key Issues & Questions

- Trend is toward broader open ranges with multiple scales for different employee types.
- What types of pay structures are common?
- How many pay scales should the County have?
- What type of employee should be on each scale?
- How often should pay scales be updated?

Strategy Area 2 - Structure



Common Types of Pay Structures

Type of Structure	Features
Grade & Step	Designated pay grades that have minimums and maximums and a defined number of increments (steps) in between that employees move to, typically after serving a specified period of time.
Open Range	Similar to grade and step but without fixed steps.
Pure Market	Ranges defined solely by market, sometimes without fixed grades.
Broadband	Structure with fewer pay grades but very wide. Horizontal progression more important than vertical. Employees assigned to grade by occupational type.

Strategy Area 2 - Structure



Proposed Structures by Employee Type

Employee Type	Scale Type
Classified (Executive)	Open Range
Classified (Non-executive)	Open Range
Peace Officers	Grade & Step

Strategy Area 2 - Structure



How often should pay scales be updated?

- **Pay scales should be updated every fourth year in conjunction with comprehensive classification and compensation study.**

Strategy Area 3 – Pay Equity



Key Issues & Questions

- Trend is toward combining internal equity and external equity considerations in a comprehensive classification and compensation study and then maintaining system through benchmark analysis.
- What is the difference between internal equity and external equity?
- What is the best way to measure internal equity and external equity?
- What is the best way to combine internal equity and external equity in a single study?

Strategy Area 3 – Pay Equity



Key Issues & Questions (Cont)

- How often should market studies be conducted?
- What is the best way to monitor the market between comprehensive studies?
- How should the market be defined?
- What is compression and how can it be mitigated when implementing a market study?

Strategy Area 3 – Pay Equity



- Internal equity can be thought of as comparing the relative value of jobs with other jobs within the same organization.
- External equity involves comparing the relative value of jobs to other similar jobs external to the organization within the defined labor market.
- The Compensation Philosophy suggests both are important end goals, and the compensation strategy needs to include both components.

Strategy Area 3 – Pay Equity



Changes to Job Analysis Approach

Current Approach	Proposed Approach
1/3 of all jobs market surveyed each year	All jobs market surveyed in a single year
Jobs not scheduled for market survey done on emergency basis	Cross section of benchmark jobs surveyed annually
Internal equity checked through historic benchmarks	Internal equity checked through point-factor analysis
Internal & external equity checks mostly separate	Internal & external equity combined through regression

Strategy Area 3 – Pay Equity



Market Definition

- **Executive Jobs – national public sector, regional and national peers, all industries**
- **Non-executive jobs – major Texas counties and cities, all industries, local and regional**

Strategy Area 3 – Pay Equity



- A major issue resulting from past market study implementation is compression. Compression typically results when employees move up in pay grades as a result of a market study but not by an amount sufficient to account for the difference between pay grades.
- Compression can be offset by a 5 percent per grade increase being awarded when employees land in a higher grade as a result of a market study.

Strategy Area 4 – Employee Mobility



Key Issues & Questions

- Trend is toward employees moving across their pay ranges as a result of performance rather than across-the-board increases. Movement through the pay scale often depends on the type of job performed.
- What is the difference between horizontal and vertical mobility?
- Should the County reward experience, performance, or both?
- Should the County continue to use career ladders?

Strategy Area 4 – Employee Mobility



Two components to mobility

- **Vertical progression** is concerned with how an employee moves up or down the pay scale and is usually connected with compensation changes associated with promotions, demotions, career ladder movements and market adjustments.
- **Horizontal progression** is concerned with how an employee moves across his/her pay grade and is usually connected with compensation changes associated with COLAs, performance-based pay, salary adjustments and other related increases.

Strategy Area 4 – Employee Mobility

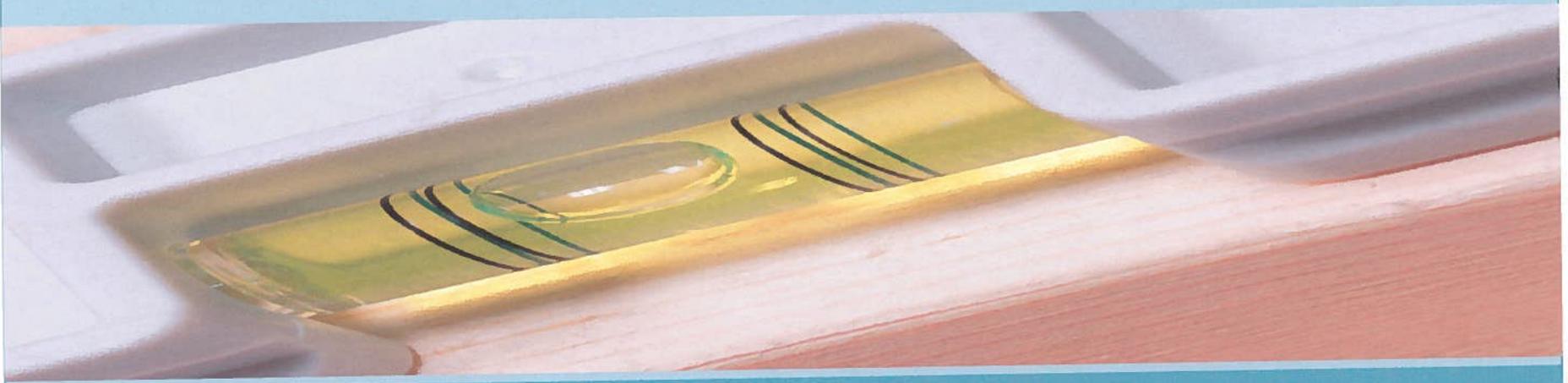


- Horizontal progression to be done through performance-based pay rather than across-the-board increases or COLA.
- Career ladders to be acknowledged in policy but need to be re-examined and justified for business need.

Recommended Policy Changes



If the recommended Strategies presented two weeks ago are approved, several policy changes will be needed to align Policy with Strategy.



Policy Change Highlights



- **New Compensation Philosophy and Strategy resulted in need for a new Classification and Compensation Policy.**
- **Rather than starting from scratch, Committee opted to revise the current Classification and Compensation Policy document .**

Policy Change Highlights



Classification Related

- **Ad-Hoc reclassification request policy is now included (requests that occur outside a scheduled classification and compensation study).**
- **After working with effected departments/offices, the Director of HRMD is authorized to make changes to existing job descriptions without resubmitting to Commissioners Court.**

Policy Change Highlights



Horizontal Progression

- Returns to performance-based model
- De-emphasis of across-the-board increases
- Commissioners Court will determine the amount of the PBP % increase for employees who meet departmental standards and any maximum amount that can be awarded based on performance.

Policy Change Highlights



Performance-based pay (PBP) eligibility criteria changes:

PBP increases may be given to all qualified regular employees who:

- Have not already received a PBP increase in the current fiscal year
- Have not received a permanent pay increase based on a mobility action in the previous 6 months
- Have a performance appraisal completed within the 12 months preceding the award
- Have attained a level of job performance that meets all, and exceeds some departmental/office performance standards

Policy Change Highlights



Vertical Progression

- HRMD will work with departments to determine on a business case basis which jobs should be career ladder and which should be career progression.
- Commissioners Court may instruct PBO to set aside funds for career ladder adjustments in the coming fiscal year.

Policy Change Highlights



Hiring & Mobility

Criteria for approval of pay greater than 10% above midpoint at hire:

- The office or department requires a specialized skill,
- There is an identified shortage of qualified applicants for the position, or
- Other extraordinary circumstances exist.

Policy Change Highlights



Hiring & Mobility

- Employees in departments reporting to Commissioners Court must meet the minimum qualifications in their official job descriptions.
- If an Elected/Appointed Official hires an employee that does not meet the minimum qualifications in the official job description, the employee will be paid at the minimum of the assigned pay grade.

Policy Change Highlights



Hiring and Mobility

Ad Hoc Salary adjustments

- Existing employees may be given a salary adjustment with permanent salary savings at the discretion of the Department Head.
- Ad Hoc salary adjustments must be within Department/Office budgetary limits as verified by PBO.
- Salary adjustments greater than 10% must be approved by Commissioners Court as a non-routine item.

Policy Change Highlights



Hiring & Mobility

- Removal of Midpoint + 10% as trigger for some non-routine items
- Change to promotion policy to mirror demotion policy (5% per grade).

Policy Change Highlights



Temporary Assignment

- A temporary assignment is when an employee is assigned to perform all or part of the duties of another job for less than 60 days and the duties are at a higher level than the employee's current position.
- During the temporary assignment, the employee will receive a 5% increase.

Interim Assignment

- When an employee serves in an interim position for longer than 60 days, her/his salary will be temporarily adjusted to at least the minimum entry salary of the interim position.

Policy Change Highlights



Add pay changes

- **Non-exempt employees who are scheduled to be on call will be paid for two hours of work for each of those scheduled “on call” days whether or not they are called back to work.**
- **Shift differential is provided to employees who work evening or night shifts. Criteria for the use of shift differential are outlined.**

Policy Change Highlights



Revision of Travis County Classification and Compensation System section (Subchapter A)

- Replacement of Job Banding Methodology with an approach based on:
 - 1) external analysis of market competitors, and
 - 2) internal analysis of equity within the Travis County organization.

Policy Change Highlights



Revision of Travis County Classification and Compensation System section (Subchapter A)

- Comprehensive study every 4 years.
- Benchmark studies in intervening years.
- Classified scales (executive and non-executive) reviewed during years in which comprehensive study takes place.
- Classified scales remain open-range.

Policy Change Highlights



Internal Equity Analysis

- A Point Factor System for determining internal job worth will be developed and recommended for adoption.

External Equity Analysis

- The geographic market used in the external analysis expands as jobs become more complex and the impact on the organization is greater.

Policy Change Highlights



Implementation of classification and compensation studies

- For jobs that are upgraded, incumbents should receive a 5% increase for each grade moved not to exceed midpoint of the new pay grade.
- For jobs that are downgraded, incumbents should receive no decrease in pay.
- When salary schedules are adjusted, employees will receive a salary adjustment in a like amount.

Policy Change Highlights



Recommendation

The Commissioners Court shall reconvene the Compensation Committee each year during the annual budget process for the purpose of making recommendations regarding compensation-related items for the upcoming year.

Policy Change Highlights



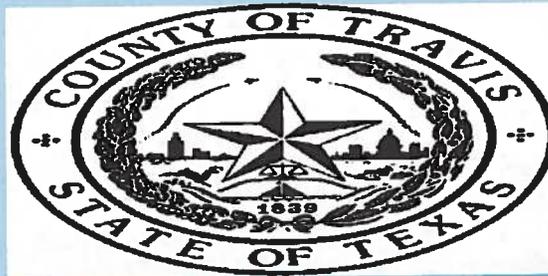
Elected/Appointed Official Inclusion

- Elected/Appointed Officials may opt out of the County's official classification system. If they do, they are responsible for maintaining their own classification systems.
- Elected/Appointed Officials may request reinstatement to the official classification system through notification to Commissioners Court and HRMD. They will work with HRMD to determine placement of positions within the official classification system.
- The decision to opt in must be made during the annual budget process.

Next steps - Communication



- Intranet Page with documents and comment link
- Executive summary of recommendations
- All questions posted with answers
- Speaker's Bureau
- Employee hearing with the Committee



Compensation



Not the end...

The Beginning

A photograph of a green road sign with white lettering that reads "The Beginning". The sign is mounted on two wooden posts and is tilted slightly to the right. The background is a bright blue sky with scattered white clouds.



Travis County Commissioners Court Agenda Request

Meeting Date: August 23, 2011

Prepared By/Phone Number: Michelle Brinkman (854-3693)

Elected/Appointed Official/Dept. Head:
Amalia Rodriguez-Mendoza (854-9737)

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

Approval of a new fee schedule for the Travis County District Clerk's Office.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Under the law, the Commissioners Court sets the cost of copy fees for District Clerks subject to statutory maximums. This past session, The Texas Legislature clarified statutory language that establishes a maximum fee issuing certified copies of court filings in electronic format (HB 627). As a result, the District Clerk has reviewed its fee structure for all copies and would propose approval of a new fee schedule designed to encourage electronic copies, especially for non-certified documents, as they are the most cost-effective and have minimal environmental impact. The cost of providing copying services for all forms of copies was factored into this proposal.

The following fees are proposed and submitted for approval to be effective September 1, 2011.

Certified paper copy from any storage medium	\$1.00 per page plus \$1.00 for certification (maximum allowed by law)
Uncertified paper copy from any storage medium	\$1.00 per page (maximum allowed by law)
Uncertified electronic copy from electronic medium	\$0.75 per page
Uncertified copy from microfilm or microfiche	\$1.00 per page
Self-service paper copy	\$0.75 per page
Faxed copy	Service not available

Please note that, at this time, the District Clerk is not proposing a fee for certified electronic copies. The District Clerk is reviewing methods of providing electronic copies to determine which one, if any, is best in creating a document that cannot be undetectably altered. Further, the District Clerk proposes discontinuing faxed copies since delivery of uncertified copies can be accomplished more cost effectively by scanning and emailing them.

STAFF RECOMMENDATIONS:

N/A

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

REQUIRED AUTHORIZATIONS:

Susan Spataro (854-9125), Rodney Rhoades (854-4718), Katie Peterson (854-4718)



Travis County Commissioners Court Agenda Request

Meeting Date: August 23, 2011

Prepared By/Phone Number: Al Jackson 49503

Elected/Appointed Official/Dept. Head:
Steven Broberg, Director of Records Management and
Communications Resources

Commissioners Court Sponsor:
Judge Biscoe

AGENDA LANGUAGE:

Approve interlocal agreement between the City of Austin and Travis County regarding television cable service for public, educational, and governmental (PEG) channels.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The City of Austin's cable television franchise agreement with Time Warner Cable expired August 12, 2011. The City of Austin and Travis County had a concurrent interlocal agreement that spoke to programming over cable access channels (PEG channels), effective dates August 20, 1996 to August 12, 2011.

Since the franchise agreement between the City and Time Warner has expired, and cable service franchising authority has been transferred from cities to the State of Texas, the City drafted a new interlocal agreement with Travis County. This agreement speaks to both the City and Travis County's rights and responsibilities regarding cable channel 17 under the State's authority.

STAFF RECOMMENDATIONS: Recommends approval

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

ISSUES AND OPPORTUNITIES: A significant change in service provided by Time Warner is the termination of courtesy cable television service. County buildings currently connected to cable service will have that service grandfathered. That is, those services remain a courtesy (free). On August 12, 2011, all new installations and services will be billed to Travis County at Time Warner's standard commercial business rates.

FISCAL IMPACT AND SOURCE OF FUNDING: None

REQUIRED AUTHORIZATIONS:

Department
County Attorney
Commissioners Court

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

INTERLOCAL AGREEMENT BETWEEN THE CITY OF AUSTIN, TEXAS AND TRAVIS COUNTY, TEXAS FOR THE PROVISION OF PROGRAMMING OVER CABLE ACCESS CHANNELS

THIS AGREEMENT is made and entered into by and between the City of Austin, a Texas home-rule municipal corporation (the “City”), and Travis County, a political subdivision of the State of Texas (“County”), pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code.

WHEREAS, the City owns the City’s public rights-of-way and maintains jurisdictional and regulatory control of use of those rights-of-way in accordance with federal, state and local law; and

WHEREAS, under Chapter 66 of the Texas Utilities Code, cable television and video service providers may obtain a franchise from the Public Utilities Commission of Texas (PUCT) for use of the City’s public rights-of-way necessary to deliver cable television services to their customers, such authorization being granted by way of a State Issued Certificate of Franchise Authority (“State Franchise”); and

WHEREAS, under Section 66.009 of the Texas Utilities Code, each holder of a State Franchise is required to allocate to the City non-commercial channels for Public, Educational, and Government Access (“PEG”) programming, and **[all? Some? Two? Sixty-five?]** State Franchise holders have allocated **[a number of?]** such channels to the City; and

WHEREAS, the County is a political subdivision of the State of Texas and, pursuant to its educational and governmental functions, currently provides programming for one PEG channel; and

WHEREAS, it is self-evident that cooperation in the provision and operation of PEG programming in the City of Austin and in Travis County will benefit the public and enhance performance of each entity’s governmental and educational functions; and

WHEREAS, the parties have continued to cooperate and to perform their respective PEG programming rights and obligations notwithstanding expiration of the preceding agreement governing City-County PEG programming (the “Preceding PEG Programming Interlocal”), on **[redacted]**, and the parties desire to ratify such continued performance through the Effective Date of this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing premises, and the mutual covenants and agreements set forth below, and other good and valuable consideration, Austin and the County agree as follows:

Article 1. DEFINITIONS

- (a) “Channel” means a portion of the electromagnetic spectrum, on a network providing cable/video service, capable of delivering both audio and video portions of a television signal.

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

- (b) “Programming” means audio, video, and text content that is produced and scheduled for transmission on the cable/video systems.

Article 2. SCOPE OF SERVICES

- (a) The City agrees to designate one PEG Channel for programming to be provided by the County, as long as the County continues to meet the utilization criteria set forth in subsection (b) below.
- (b) The County agrees to program the PEG Channel for no less than eight (8) hours per day and 20% of total Programming shall be non-repeat Programming, which includes the first three (3) video-castings of a program. The calculations made to meet the minimums described shall be measured in each one-week period, averaged over one calendar year with the County maintaining supporting documentation of the Programming that shall be provided to the City upon written request.
- (c) The County agrees to provide programming and playback for one (1) PEG Channel.

Article 3. TERM

- (a) This Agreement shall be effective on the first day of the first month following approval hereof by both the City’s Council and the Travis County Commissioners Court (the “Effective Date”).
- (b) This Agreement shall commence on the Effective Date and run concurrently with the terms of the State Franchises granted to cable/video service providers that have allocated PEG programming to the City.
- (c) Either party may terminate this Agreement for any reason, including for its convenience, by mutual written agreement.

Article 4. MISCELLANEOUS

- (a) Payment for the governmental functions or services to be performed hereunder shall be made solely from current revenues available to the paying party.
- (b) The City’s obligations hereunder are directly contingent on its retaining the authority to designate PEG Channels pursuant to state and federal law. Lack of such authority shall render this Agreement null and void to the extent the authority is curtailed or abrogated.

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

- (c) The County is prohibited from delegating, assigning, or otherwise transferring its responsibilities for programming and operating the PEG Channel to any other entity without obtaining prior written approval from the City.
- (d) In the event that the County ceases to perform any material duty under this Agreement, all control and management of the PEG Channel allocated to the County shall remain solely vested with the City.
- (e) This Agreement constitutes the entire understanding of the parties relating to the subject matter of this Agreement. All written and oral agreements between the parties to this Agreement relating to the subject matter of this Agreement that were made prior to the approval of this Agreement have been reduced to writing and are contained in this Agreement. Any and all consents and agreements provided for or permitted by this Agreement shall be kept in writing. This Agreement correctly sets forth the rights, duties, and obligations of each party to the other as of the Effective Date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect, and any subsequent changes must be in writing and signed by both parties.
- (f) IT IS ACKNOWLEDGED BY THE CITY THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF 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 TRAVIS COUNTY COMMISSIONERS COURT.
- (g) 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.

The address of the County for all purposes under this Agreement shall be:

Stephen Broberg, Executive Manager (or his successor in office)
P.O. Box 1748
Austin, Texas 78767

with copy to:

Samuel T. Biscoe (or his successor in office)
County Judge
P.O. Box 1748
Austin, Texas 78767

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

The address of the City for all purposes under this Agreement shall be:

Financial and Administrative Services Department
P.O. Box 1088
Austin, Texas 78701
ATTN: Manager of Telecommunications and Regulatory Affairs

Either party may change the address for notice to it by giving notice of the change to the other party in compliance with this paragraph.

- (h) 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.
- (i) This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement shall be performable in Travis County, Texas
- (j) The parties further approve, confirm, and ratify the continued performance of their respective rights and obligations under the Preceding PEG Programming Interlocal through the Effective Date.

IN WITNESS WHEREOF, the undersigned have executed this Agreement in multiple counterparts.

CITY OF AUSTIN

By: _____

Date: _____

TRAVIS COUNTY, TEXAS

By: _____

Date: _____

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



Travis County Commissioners Court Agenda Request

Meeting Date: August 23, 2011

Prepared By/Phone Number: Deone Wilhite 854-9111

Elected/Appointed Official/Dept. Head: Commissioner Ron Davis and
Commissioner Margaret J. Gomez

Commissioners Court Sponsor: Commissioner Ron Davis and
Commissioner Margaret J. Gomez

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON THE APPOINTMENT OF SHELLDA D. GRANT TO REPLACE NASH MARTINEZ ON THE TRAVIS COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS EFFECTIVE IMMEDIATELY THROUGH DECEMBER 31, 2012

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

None

STAFF RECOMMENDATIONS: Recommended

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING: None

REQUIRED AUTHORIZATIONS:

Commissioner Precinct 1 Office
County Judge's Office
Commissioner's Court

Ron Davis
Cheryl Aker
Cheryl Aker

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

Deone Wilhite - Fwd: RE: Travis Central Appraisal District

From: Ron Davis
To: Deone Wilhite
Date: 8/16/2011 2:54 PM
Subject: Fwd: RE: Travis Central Appraisal District

>>> "Shellda" <Shellda@peeksvacations.net> 8/4/2011 2:40 PM >>>

I, Shellda DeShane Grant, am expressing an interest to join the Travis Central Appraisal District Board of Directors representing Precinct 1 and 4. Please feel free to contact me with further details. Looking forward to serving the community of both Precinct.

Sincerely,

Shellda Grant

Independent Travel Specialist

PEEKs Cruises & Tours

Ph: 512-297-4540

Fax: 512-852-4561

Email: Shellda@peeksvacations.net

"Travel That PEEKS Your Passions"



Travis County Commissioners Court Agenda Request

Meeting Date: August 23, 2011

Prepared By/Phone Number: Gillian Porter, Commissioners Court Specialist, 512-854-4722

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

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: Approve the Commissioners Court Minutes for the Voting Session of August 9, 2011.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

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



Minutes for the Travis County Commissioners Court Tuesday, August 9, 2011 Voting Session

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

Call to Order

Meeting called to order on August 9, 2011, in the Ned Granger Building, Commissioners Courtroom, 1st Floor, 314 W. 11th St., Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Present
Karen L. Huber	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

Public Hearings

1. Receive comments regarding the Travis County 2012 Preliminary Budget.

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Margaret J. Gómez
ABSENT: Karen L. Huber

Members of the Court heard from:
 Leroy Nellis, Budget Manager, Planning and Budget Office (PBO)
 Gus Peña, Travis County Resident
 Morris Priest, Travis County Resident
 Ronnie Gjemre, Travis County Resident
 Dr. John K. Kim, Travis County Resident
 Jessica Rio, Assistant Budget Manager, (PBO)

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Margaret J. Gómez
ABSENT: Karen L. Huber

Citizens Communication

Members of the Court heard from:
 Gus Peña, Travis County Resident
 Morris Priest, Travis County Resident

Ronnie Gjemre, Travis County Resident
Dr. John K. Kim, Travis County Resident

Special Items

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

RESULT: DISCUSSED

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

3. Consider and take appropriate action on the following:
 - a. Recognize the 2010 "Leap of the Heroes" Wounded Warrior Project; and
 - b. Recognize the 2011 "Leap of the Heroes II" Wounded Warrior Project October 7th outreach project opportunity. (Commissioner Davis)

Members of the Court heard from:

Mark Sawa, Major, Administration and Support, Travis County Sheriff's Office (TCSO)
Juan Arredondo, Wounded Warrior Project and Veteran, US Army

RESULT: DISCUSSED

4. Consider and take appropriate action on a request to present a check to American YouthWorks from the 2nd Annual Sheriff's Office Kick4Charity Kickball Open.

Members of the Court heard from:

Vince Galloway, Deputy, TCSO
Parc Smith, Executive Director, American YouthWorks
Nicole Durand, Community Liaison, TCSO

RESULT: DISCUSSED

Justice and Public Safety Items

5. Consider and take appropriate action on a Memo of Agreement between the Travis County Medical Examiner's Office and the Seton Family of Hospitals regarding exchange of information regarding deceased.

RESULT: ADDED TO CONSENT

6. Consider and take appropriate action to allow the Travis County Medical Examiner's Office to accept a gift of fifty body bags from Moore LLC D/B/A Hannah Transport.

RESULT: ADDED TO CONSENT

Purchasing Office Items

7. Approve Contract Award for commercial correctional institutional plumbing parts, IFB No. B110205-NB, to the low bidder, Mark's Plumbing Parts.

RESULT: ADDED TO CONSENT

- 8. Approve the following interlocal agreements with Texas Conference Of Urban Counties for participation in the Urban Counties Techshare Program for the Adult Case Management System Phase 2:
 - a. Criminal Courts module; and
 - b. Prosecutor module.

Members of the Court heard from:

Roger Jefferies, County Executive, Justice and Public Safety (JPS)
 Joe Harlow, Interim County Executive, Information Technology Systems (ITS)
 Vicky Skinner, Administrative Director, District Attorney's Office and Chair, Integrated Justice System (IJS) Steering Committee
 Don Lee, Executive Director, Conference of Urban Counties (CUC)
 Charles Grey, TechShare Program, CUC

MOTION: Approve both modules in Item 8.a–b.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Sarah Eckhardt, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez
ABSENT: Ron Davis

- 9. Approve Modification No. 2 to Contract No. PS110119ML, Graves, Dougherty, Hearon & Moody, P.C., for legal services.

MOTION: Approve Item 9.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Transportation and Natural Resources Dept. Items

- 10. Consider and take appropriate action on a proposed Storm Drain Construction Agreement between Travis County and Trafalgar I, L.P., a Texas Limited Partnership on the Howard Lane II Extension Project from Cameron Road to SH 130 in Precinct One. (Commissioner Davis)

RESULT: POSTPONED

- 11. Consider and take appropriate action on a proposed Road and Storm Drain Construction Agreement between Travis County, Trafalgar I, L.P., a Texas Limited Partnership and Anne B. Schryver, Carol Schryver, Brian B. Schryver and Jeffery E. Schryver on the Howard Lane II Extension from Cameron Road to SH 130 in Precinct One. (Commissioner Davis)

RESULT: POSTPONED

- 12. Receive briefing from Espey Consultants, Inc. on the completion of Phase II of the clean up of Hamilton Creek and Hamilton Pool.

Members of the Court heard from:

Jon White, Natural Resources Program Manager, Transportation and Natural Resources

(TNR)
Victoria Harkins, Project Manager, Espey Consultants, Inc.

RESULT: DISCUSSED

- 13. Consider and take appropriate action on a Cash Security Agreement with DKH Homes, LP for sidewalk fiscal for Lake Pointe Section 7 Lot 5 Block B in Precinct Three. (Commissioner Huber)

RESULT: ADDED TO CONSENT

- 14. Consider and take appropriate action on a request for a variance to State and County septic regulations allowing a new commercial facility to connect to an existing system at 10463 Sprinkle Road in Precinct One. (Commissioner Davis)

Members of the Court heard from:

Stacey Scheffel, Program Manager, Onsite Sewage Facilities, TNR
Julie Joe, Assistant County Attorney
Melanie McAfee, Owner, Barr Mansion
EJ Dietrich, Civil Engineer and Attorney representing Barr Mansion
Tom Nuckols, Assistant County Attorney
Sasha Earle, President, Blue Gold Engineering
Brandon Couch, Engineering Associate, TNR

RESULT: DISCUSSED

Reset for: 8/16/2011

- 15. Consider and take appropriate action on a request for a variance only to the Travis County/City of Austin Single Office Subdivision Code Section 30-2-171 (a) Access to Lots for Village at Northtown Section 2 Phase 2 in Precinct One. (Commissioner Davis)

RESULT: ADDED TO CONSENT

- 16. Consider and take appropriate action on a Cash Security Agreement with Warren Ely Custom Homes, LLC for sidewalk fiscal for Cedar Ridge Estates Lot 3 Block B, in Precinct Three. (Commissioner Huber)

RESULT: ADDED TO CONSENT

- 17. Consider and take appropriate action on various issues related to the proposed 2011 Bond Election including:

Items 17 and 20 are associated with one another and were called for concurrent discussion.

- a. List of projects;

Members of the Court heard from:

Leroy Nellis, Budget Manager, PBO
Jessica Rio, Assistant Budget Manager, (PBO
Steve Manilla, County Executive, TNR

MOTION: Approve the list of projects with the removal/addition of the following for separate discussion:

- o Lohman Ford Road (Boggy Ford Road to Ivean Pearson Road)
- o Bee Creek Road (SH 71 to Highland Blvd)
- o Consider adding Taylor Lane

RESULT: APPROVED [UNANIMOUS]

MOVER: Samuel T. Biscoe, Judge

SECONDER: Sarah Eckhardt, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Clerk's Note: The Court discussed Lohman Ford Road for inclusion on the list of projects for the 2011 Bond Election.

Members of the Court heard from:
Jim Awalt, Travis County Resident
Leonard Strickler, Travis County Resident
Steve Manilla, County Executive, TNR

Clerk's Note: By taking no action the Court directs that Lohman Ford Road will not be included in the 2011 Bond Election.

RESULT: DISCUSSED

Clerk's Note: The Court discussed Bee Creek Road (SH71 to Highland Blvd) for inclusion on the list of projects for the 2011 Bond Election.

Members of the Court heard from:
Steve Manilla, County Executive, TNR

MOTION: Include Bee Creek Road on the project list and reinstate the full project at a cost of \$9.3M.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Karen L. Huber, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Clerk's Note: The Court discussed the addition of Taylor Lane to the project list for the 2011 Bond Election as a public/private partnership at a cost of \$7.6 M.

Members of the Court heard from:
Steve Manilla, County Executive, TNR
Jessica Rio, Assistant Budget Manager, PBO

MOTION: Add Taylor Lane to the project list.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Ron Davis, Commissioner
SECONDER: Sarah Eckhardt, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Clerk's Note: The Court noted that if no public/private partnership can be agreed to, Taylor Lane will not be funded by Travis County.

Clerk's Note: The Court discussed the proposed Parks and Land Conservation projects for the 2011 Bond Election.

MOTION: Approve the Parks and Land Conservation Projects.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Karen L. Huber, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

- b. Assumed implementation schedule (cash flow);

Members of the Court heard from:
Steve Manilla, County Executive, TNR

RESULT: DISCUSSED

- c. Proposed propositions;

Members of the Court heard from:
Glen Opel, Bond Counsel, Vinson and Elkins
Steve Manilla, County Executive, TNR
Tom Nuckols, Assistant County Attorney

RESULT: DISCUSSED

Reset for: 8/16/2011

- d. Public-private partnerships guidelines;

RESULT: POSTPONED

Reset for: 8/16/2011

- e. Bond covenants;

Members of the Court heard from:
Glen Opel, Bond Counsel, Vinson and Elkins

RESULT: DISCUSSED

Reset for: 8/16/2011

- f. Funding of pass through financing;

Members of the Court heard from:
Steve Manilla, County Executive, TNR
Glen Opel, Bond Counsel, Vinson and Elkins
Jessica Rio, Assistant Budget Manager, PBO

RESULT: DISCUSSED

Clerk's Note: The Court noted that these projects will not be funded through the 2011 Bond Election.

- g. Impact on future annual operating budgets;

RESULT: DISCUSSED

- h. Election schedule; and

Members of the Court heard from:
Glen Opel, Bond Counsel, Vinson and Elkins

RESULT: DISCUSSED

- i. Draft election order.

Members of the Court heard from:
Glen Opel, Bond Counsel, Vinson and Elkins
Carol Joseph, Assistant Director, TNR
Steve Manilla, County Executive, TNR
Tom Nuckols, Assistant County Attorney

RESULT: DISCUSSED

Reset for: 8/16/2011

Health and Human Services Dept. Items

18. Consider and take appropriate action on the following items related to the Program Year 2011-2013 Consolidated Plan and Program Year 2011 Action Plan available through Community Development Block Grant Funds from the U.S. Department of Housing and Urban Development:
 - a. Overview of comments received during the 30-day public comment period;
 - b. Approve the final draft including final edits, comments and responses; and
 - c. Authorize submission to the U.S. Department of Housing And Urban Development, San Antonio Field Office, Region VI.

Members of the Court heard from:

Christy Moffett, Social Services Manager, Travis County Health and Human Services (TCHHS)

MOTION: Approve Items 18.a–c.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Planning and Budget Dept. Items

19. Consider and take appropriate action on budget amendments, transfers and discussion items.
RESULT: ADDED TO CONSENT
20. Receive update and take appropriate action on Travis County debt model for proposed 2011 bond election and cash-flow assumptions.

Items 17 and 20 are associated with one another and were called for concurrent discussion.

Members of the Court heard from:

Leroy Nellis, Budget Manager, PBO
Jessica Rio, Assistant Budget Manager, (PBO)

RESULT: DISCUSSED

Administrative Operations Items

21. 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 \$552,847.95 for the period of July 22 to July 28, 2011.

RESULT: ADDED TO CONSENT

- 33. Consider and take appropriate action regarding letter of resignation from Rodney Rhoades, County Executive of Planning and Budget functional area, and issues related thereto, including interim measures to manage the transition.³

Judge Biscoe announced that Item 33 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.074, Personnel Matters.

MOTION: Appoint Leroy Nellis, Budget Manager, PBO, to fill the position, that Commissioner Gomez and Judge Biscoe serve as a subcommittee of the Commissioners Court to meet with Mr. Nellis to discuss salary, other duties and assignments, that Mr. Rhoades has covered previously, and any other matters involving Staff and PBO, that we try to arrange that conference before 5:00 PM Friday, August 12, 2011, and have an appropriate item on the Court's agenda Tuesday, August 16, 2011, and that we post any other matters regarding this transition that the Court needs to consider and act on.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Ron Davis, Commissioner

AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Consent Items

Members of the Court heard from:
Ronnie Gjemre, Travis County Resident

MOTION: Approve the following Consent Items: C1–C4 and Agenda Items 5, 6, 7, 13, 15, 16, 19, 21, 22.a–b, 23, 24, 25, 27, and 29.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Margaret J. Gómez, Commissioner

SECONDER: Ron Davis, Commissioner

AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

ABSENT: Karen L. Huber

- C1. Receive bids from County Purchasing Agent.
- C2. Approve payment of claims and authorize County Treasurer to invest County funds.
- C3. Approve the Commissioners Court Minutes for the Voting Session of July 26, 2011.
- C4. Approve setting a public hearing on Tuesday, August 23, 2011 to receive comments regarding the Fiscal Year 2012 Travis County District Clerk's Records Management Plan.

Added Items

- A1. Consider and take appropriate action on potential acquisition of open space land in Precinct Three. (Executive Session pursuant to Gov't. Code Ann 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property)

Judge Biscoe announced that Item A1 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

RESULT: **DISCUSSED** **Reset for: 8/16/2011**

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Travis County Commissioners Court Agenda Request

Meeting Date: August 23, 2011

Prepared By: Paul Scoggins **Phone #:** 854-7619

Division Director/Manager: Anna Bowlin *AB*

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

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Approve setting a public hearing on Tuesday, September 20, 2011 to receive comments regarding a request to authorize the filing of an instrument to vacate a five foot wide public utility easement located along the northerly lot line of Lot 1 of the Fulkerson Subdivision – Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

TNR staff has received a request to vacate a five foot wide public utility easement (PUE) located along the northerly lot line of Lot 1 of the Fulkerson Subdivision. The easement is schematically shown on the face of the plat and is more specifically described as a 5' Electric Easement. The subject lot fronts on Manchaca Road, a street currently within the city limits of the City of Austin. The subject lot and easement, however, are in the City of Austin's 2 mile extraterritorial jurisdiction.

The electric company operating in the area is Austin Energy. Austin Energy has stated they have no objection to vacating the subject easement. Staff foresees no opposition to this request.

STAFF RECOMMENDATIONS:

The request has been reviewed by TNR staff and staff finds the vacation request meets all Travis County standards. As such, TNR staff recommends setting the public hearing.

ISSUES AND OPPORTUNITIES:

According to the lot owner's representative, the vacation of the easement will allow them to cross the common lot line of Lot 1 of the Fulkerson Subdivision and Lot 2 of the Charles E. Garner Subdivision with a subsurface wastewater collection line. The wastewater collection line will transfer wastewater from Lot 1 of the Fulkerson Subdivision to Lot 2 of the Charles E. Garner Subdivision to the on-site wastewater disposal system to be located on Lot 2.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

ATTACHMENTS/EXHIBITS:

- Order of Vacation
- Field Notes and Sketch
- Request Letter
- Utility statement
- Plat
- Maps

REQUIRED AUTHORIZATIONS:

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

CC:

Stacey Scheffel	Program Manager	TNR Permits	854-7565



SM:AB:ps
1101 - Development Services - Fulkerson Subdivision

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owner requests the vacation of a five foot wide public utility (electric) easement located along the northerly lot line of Lot 1 of the Fulkerson Subdivision as recorded in Volume 38, Page 17 of the Travis County Plat Records;

WHEREAS, Austin Energy has indicated that they have no need for the public utility (electric) easement requested to be vacated as described in the attached field notes and sketch;

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the public utility (electric) easement as described in the attached field notes and sketch;

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on September 20, 2011 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the five foot wide public utility (electric) easement located along the northerly lot line of Lot 1 of the Fulkerson Subdivision, as shown on the attached sketch and described in the attached field notes, is hereby vacated.

ORDERED THIS THE _____ DAY OF _____ 2011.

SAMUEL T. BISCOE, COUNTY JUDGE

COMMISSIONER RON DAVIS
PRECINCT ONE

COMMISSIONER SARAH ECKHARDT
PRECINCT TWO

COMMISSIONER KAREN HUBER
PRECINCT THREE

COMMISSIONER MARGARET GOMEZ
PRECINCT FOUR

0.0639 ACRES (2,785 SQ. FT.)
WALKER WILSON LEAGUE NO. 2
TRAVIS COUNTY, TEXAS
ELECTRIC EASEMENT VACATION

FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OF LAND OUT OF THE WALKER WILSON LEAGUE NUMBER 2, SITUATED IN TRAVIS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS A PORTION OF LOT 1, FULKERSON SUBDIVISION, RECORDED IN VOLUME 38, PAGE 17, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, SAID 0.0639 ACRE (2,785 SQ. FT.) TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

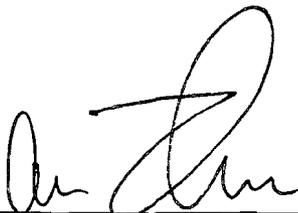
BEGINNING, at a 1/2" iron rod found at the northeaten corner of said Lot 1, Fulkerson Subdivision, common to the southeast corner of Lot 2, Charles E. Garnier Subdivision, recorded in Volume 17, Page 17, of the Plat Records of Travis County, Texas, also being a point on the westerly right-of-way line of Manchaca Road for a point of curvature to the right and the easternmost corner and **POINT OF BEGINNING** for the herein described tract,

THENCE, with the common easterly boundary line of said Lot 1, Fulkerson Subdivision, and said westerly right-of-way line and with said curve to the right having a radius of 1362.39 feet, an arc length of 7.11 feet, and whose chord bears S43°31'58"W, a distance of 7.11 feet to a calculated point,

THENCE, leaving the common easterly boundary line of said Lot 1, Fulkerson Subdivision and said westerly right-of-way line of Manchaca Road and crossing said Lot 1, Fulkerson Subdivision, 5 feet south of and parallel with the common northern boundary line of said Lot 1, Fulkerson Subdivision, and said southern boundary line of said Lot 2, Charles E. Garnier Subdivision, N75°06'57"W, a distance of 445.86 feet to a 3/4" iron pipe found at the southeasterly corner of Lot 7, Old Manchaca Subdivision, recorded in Volume 98, Page 66, of the Plat Records of Travis County, Texas, common to an easterly corner of a 1.265 acre tract of land conveyed to Sam Hilburn recorded in Volume 9388, Page 957, also being in the western line of said Lot 1, Fulkerson Subdivision for the westernmost corner of the herein described tract,

THENCE, along the common boundary line of said Lot 7, Old Manchaca Subdivision, and said Lot 1, Fulkerson Subdivision, N37°26'46"E, a distance of 6.76 feet to a calculated point for the northernmost corner of said Lot 1, Fulkerson Subdivision, and the westernmost corner of said Lot 2, Charles E. Garnier Subdivision, also being in the eastern line of said Lot 7, Old Manchaca Subdivision,

THENCE, with the common northern boundary line of said Lot 1, Fulkerson Subdivision, and said southern boundary line of said Lot 2, Charles E. Garnier Subdivision, S75°06'57"E, a distance of 446.68 feet to the **POINT OF BEGINNING** and containing 0.0639 acres (2,785 Sq. Ft.) of land.

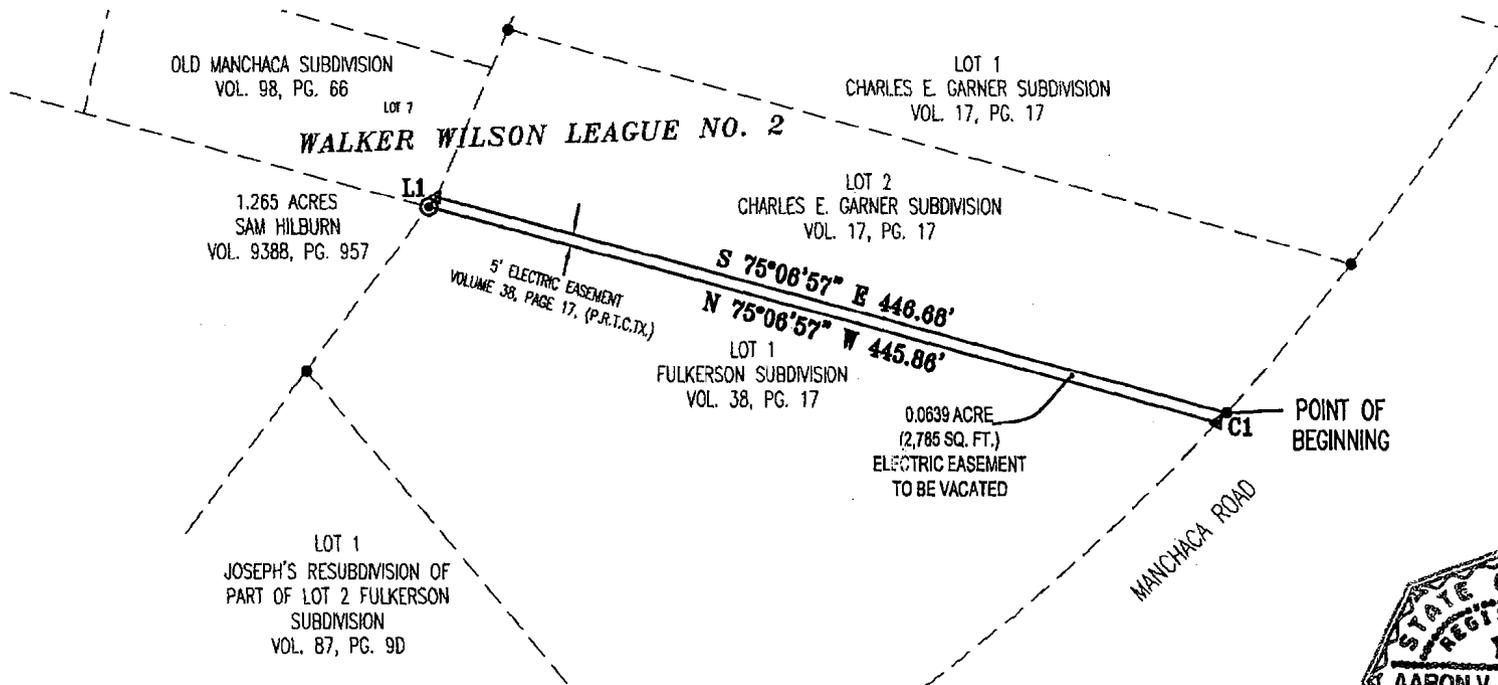
Surveyed by:  26 Jul 2011

AARON V. THOMASON, R.P.L.S. NO. 6214
SETSTONE SURVEYING
5501 West William Cannon
Austin, TX 78749
Ph: 512-282-0170 Fax: 512-280-5165
aaron@setstone.net



BEARING BASIS: CHARLES E. GARNER SUBDIVISION, VOLUME 17, PAGE 17, (P.R.T.C.TX.)

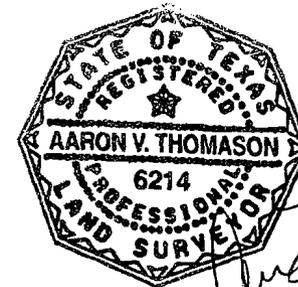
SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 100'

LEGEND

- CALCULATED POINT
- 1/2" IRON ROD FOUND
- IRON PIPE FOUND

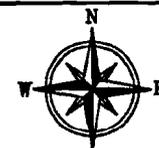


Aaron V. Thomason
26 Jul 2011

LINE TABLE		
LINE	LENGTH	BEARING
L1	6.76	N37°26'46"E

BEARING BASIS: CHARLES E. GARNER SUBDIVISION, VOLUME 17, PAGE 17, (P.R.T.C.TX.)

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING	TANGENT
C1	1362.39'	7.11'	7.11'	S43°31'58"W	3.56



5501 West William Cannon Drive
Austin, Texas 78749
Phone No. (512) 282-0170
Fax No. (512) 280-5165

SETSTONE SURVEYING

PATH: - J: 4487\DWG\FN-5' ELECTRIC ESMT VACATION.DWG

MRBP, Ltd.
509 West 18th Street, Suite 200
Austin, Texas 78701
512-327-8850

July 22, 2011

Mr. Paul Scoggins
Travis County TNR
411 West 13th Street
Austin, Texas 78701

Re: Vacation of Electric Easement on Property located at 10420 Manchaca Road, Austin, Travis County, Texas

Mr. Scoggins:

This letter is to request the vacation, in its entirety, of the electric easement located along the northern property line of Lot 1 of the Fulkerson Subdivision as recorded in Vol. 38, Page 17 of the Travis County Plat Records. The request to vacate the subject electric easement is made for the following reasons: 1) The easement will not be used to develop the subject property or the property adjacent and immediately north of the easement (Lot 2 of the Charles E. Garner Subdivision) which is also owned by MRBP, Ltd., 2) Austin Energy, the applicable electric service utility provider, has consented to the easement's vacation as per the attached letter, and 3) a subsurface wastewater collection line must cross the easement to provide service for development of the subject property in a licensed on-site wastewater disposal system located on Lot 2, such system having been designed and constructed to receive such wastewater flows. It is a stated requirement of the TNR On-Site Wastewater Program staff that the subject easement must be vacated.

Thank you for your attention to this matter. If any additional information is required, you can contact me at 512-327-8850 or jbharris@austinbluesky.com. Thank you for your assistance with this matter.

Sincerely,

John Bolt Harris, President
MRBP Genpar, Inc., its general partner

Attachments

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) 473-9383
FAX (512) 473-9436
Engineering Services FAX (512) 708-4649

Case# 673F, ME-15

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 10516 Manchaca Rd., (address)and/or Lot 1, Fulkerson Subdivision in Volume 38, Page 17 and Lot 2, legal description and as described on the enclosed drawing or document. An action of the Commissioner's Court of Travis County is pending your return of this statement; your prompt reply is requested.

STATEMENT

 X We (Austin Energy) do not have need for an easement on the property described above and on the accompanying document.

 We (Austin Energy) do have a need for an easement on the property described above and on the accompanying document.

Sonny Poole by K.M. Strittmatter
Signature
Sonny Poole - K.M. Strittmatter
Printed Name
manager, Public Involvement/
Title *Real Estate Services*
Austin Energy
Utility Company or District
7-27-11
Date

Please return to:

John Harris
509 West 18th, St.
Austin, TX 78701
jbharris@austinbluesky.com

10d

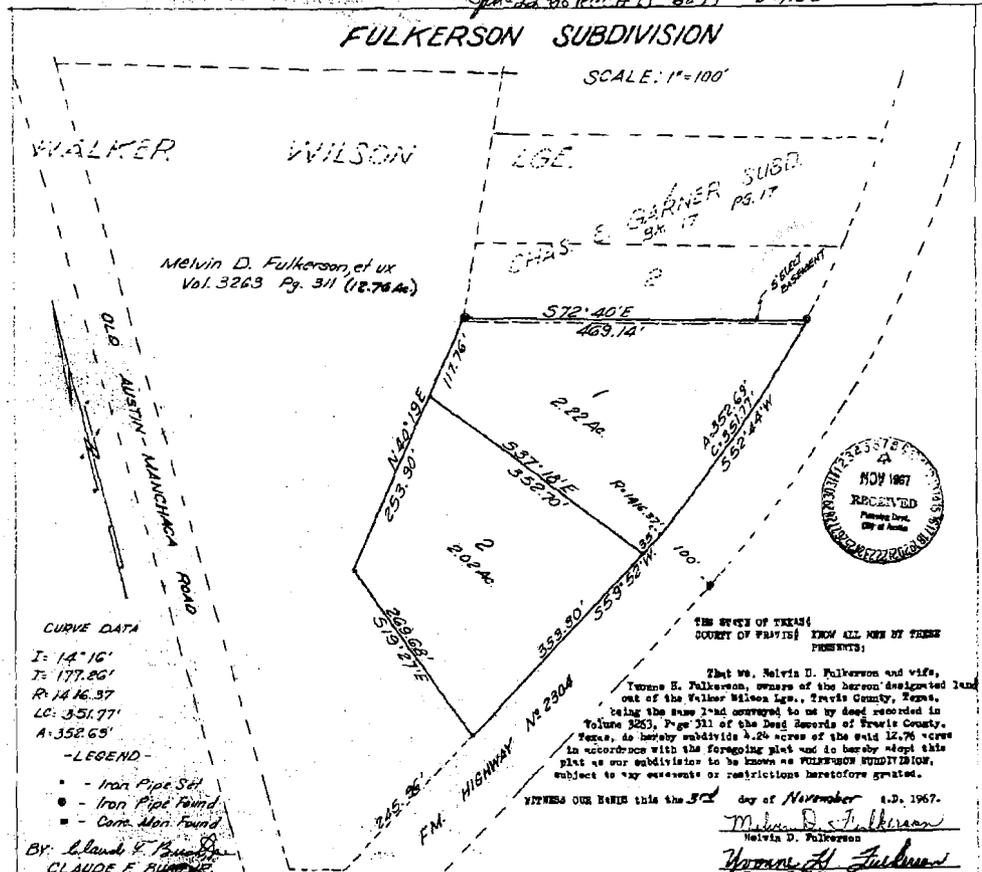
B-1
Tract 1

VIP
38/17

Jan-22-68 RACH B 6874 #4.50

FULKERSON SUBDIVISION

SCALE: 1"=100'



CURVE DATA
 I= 14° 16'
 T= 177.26'
 R= 14.16.37
 LC= 351.77'
 A= 352.63'

-LEGEND-

- Iron Pipe Set
- Iron Pipe Found
- Concrete Found

BY: Claude F. Brantley
 CLAUDE F. BRANTLEY
 Reg. Public Surveyor, Travis County, Texas
 Exp. 12-31-73
 202
 Map # 8-17239

THE STATE OF TEXAS
 COUNTY OF TRAVIS
 KNOW ALL MEN BY THESE PRESENTS,

That we, Melvin D. Fulkerson and wife, Yvonne E. Fulkerson, owners of the herein designated land out of the Walker Wilson Tract, Travis County, Texas, being the same tract conveyed to us by deed recorded in Volume 3263, Page 311 of the Deed Records of Travis County, Texas, do hereby subdivide 4.24 acres of the said 12.76 acres in accordance with the foregoing plat and do hereby adopt this plat as our subdivision to be known as FULKERSON SUBDIVISION, subject to any easements or restrictions heretofore granted.

WITNESS OUR HANDS this the 3rd day of November A.D. 1967.

Melvin D. Fulkerson
 Yvonne E. Fulkerson

THE STATE OF TEXAS
 COUNTY OF TRAVIS

Before me the undersigned authority on this 3rd day personally appeared Melvin D. Fulkerson and wife Yvonne E. Fulkerson, known to me to be the persons whose names are subscribed to the foregoing instrument and they acknowledged to me that they executed the same as their act and deed for the purposes and consideration therein expressed and the said Yvonne E. Fulkerson, wife of the said Melvin D. Fulkerson, having been examined by me privately and apart from her husband and having the same fully explained to her, she the said Yvonne E. Fulkerson declared that she willingly signed the same as her act and deed for the purposes and consideration therein expressed and that she did so what to request it.

WITNESS MY HAND AND SEAL OF OFFICE this the 3rd day of November A.D. 1967

Claude F. Brantley
 Notary Public in and for Travis County, Texas

APPROVED FOR RECORDANCE on the 3rd day of November A.D. 1967
 By: [Signature] Director of Planning

RECORDED AND SUBMITTED FOR RECORD BY THE PLANNING COMMISSION OF THE CITY OF AUSTIN, TEXAS on the 3rd day of November A.D. 1967
 Secretary: [Signature]

SEWAGE TANK NOTE:

Each house constructed in this subdivision shall be connected to a septic tank with a capacity of not less than 500 gallons and with a drain field of not less than 150 sq. ft. and shall be installed in accordance with the regulations of the city-county health officer and shall be inspected and approved by such officer. This restriction is enforceable by the City of Austin-Travis County Health Dept and/or the developer.

In approving this plat by the Commissioners Court of Travis County, Texas, it is understood that the building of all streets, roads or other public thoroughfares or any bridges or culverts necessary to be placed in such streets, roads or other public thoroughfares, shall be the responsibility of the owner and/or developer of the tract of land covered by this plat in accordance with plans and specifications prescribed by the Commissioners Court of Travis County, Texas and said court assumes no obligation to build any of the streets, roads or other public thoroughfares or any bridges or culverts in connection therewith.

THE STATE OF TEXAS
 COUNTY OF TRAVIS
 I, Miss Billie Linberg, County Clerk, Travis County, Texas, do hereby certify that on the 22nd day of January A.D. 1968, the Commissioners Court of Travis County, Texas passed an order authorizing the filing for record of this plat and that said order has been duly entered in the minutes of said court in Book 3 Page 369
 WITNESS MY HAND AND SEAL OF OFFICE this the 22nd day of January A.D. 1968
 Miss Billie Linberg, County Clerk, Travis County, Texas

FILED FOR RECORD on the 22nd day of January A.D. 1968 at 11:30 o'clock AM
 Miss Billie Linberg, County Clerk, Travis County, Texas
 DEPUTY
 [Signature]
 RECORDED in my office on the 12th day of January A.D. 1968 at 11:30 o'clock AM and duly recorded on the 17th day of January A.D. 1968 at 11:40 o'clock AM in the Plat Records of said county in Book 38 Page 17
 WITNESS MY HAND AND SEAL OF OFFICE the date just written above.
 Miss Billie Linberg, County Clerk, Travis County, Texas
 DEPUTY
 [Signature]



Vol 58 Page 11



Address **10420 Manchaca Rd**
Austin, TX 78748

Notes Request to vacate a five foot wide public utility (electric) easement located along the northerly lot line of Lot 1 of the Fulkerson Subdivision - Precinct Three, Commissioner Karen Huber.





Travis County Commissioners Court Agenda Request

Meeting Date: August 23, 2011

Prepared By: Michael Hettenhausen **Phone #:** 854-7563

Division Director/Manager: Anna Bowlin/854-7561 *AB*

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

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Approve setting a public hearing on Tuesday, September 27, 2011 to receive comments regarding a request for a total plat vacation of the Mason Estates subdivision plat.

BACKGROUND/SUMMARY OF REQUEST:

The owner of the Mason Estates subdivision, William Mason, has applied through Travis County for a total plat vacation of the Mason Estates subdivision.

STAFF RECOMMENDATIONS:

Staff has reviewed the application, cleared all comments, and supports the motion.

ISSUES AND OPPORTUNITIES:

Once the existing plat is vacated, the property will return to acreage tracts.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

ATTACHMENTS/EXHIBITS:

- Precinct map
- Location map
- Approved plat to be vacated
- Vacation order

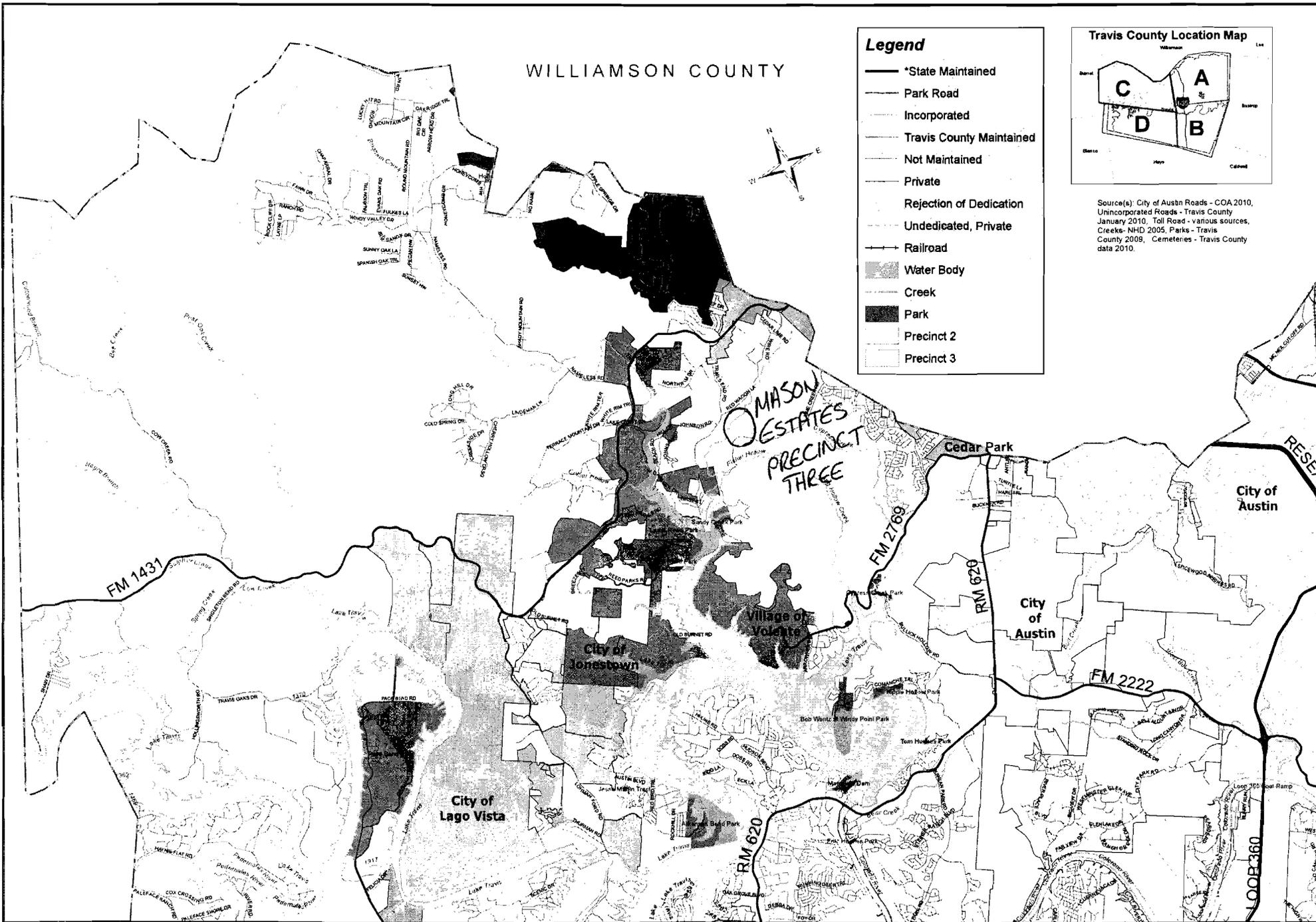
REQUIRED AUTHORIZATIONS:

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

CC:

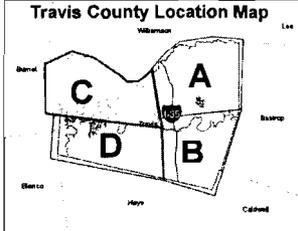
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MH:AB:mh
1101 - Development Services -



Legend

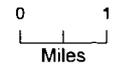
- *State Maintained
- Park Road
- Incorporated
- Travis County Maintained
- Not Maintained
- Private
- Rejection of Dedication
- Undedicated, Private
- Railroad
- Water Body
- ▨ Creek
- Park
- ▨ Precinct 2
- ▨ Precinct 3



Source(s) City of Austin Roads - COA 2010, Unincorporated Roads - Travis County January 2010, Toll Road - various sources, Creeks - NHD 2005, Parks - Travis County 2009, Cemeteries - Travis County data 2010.

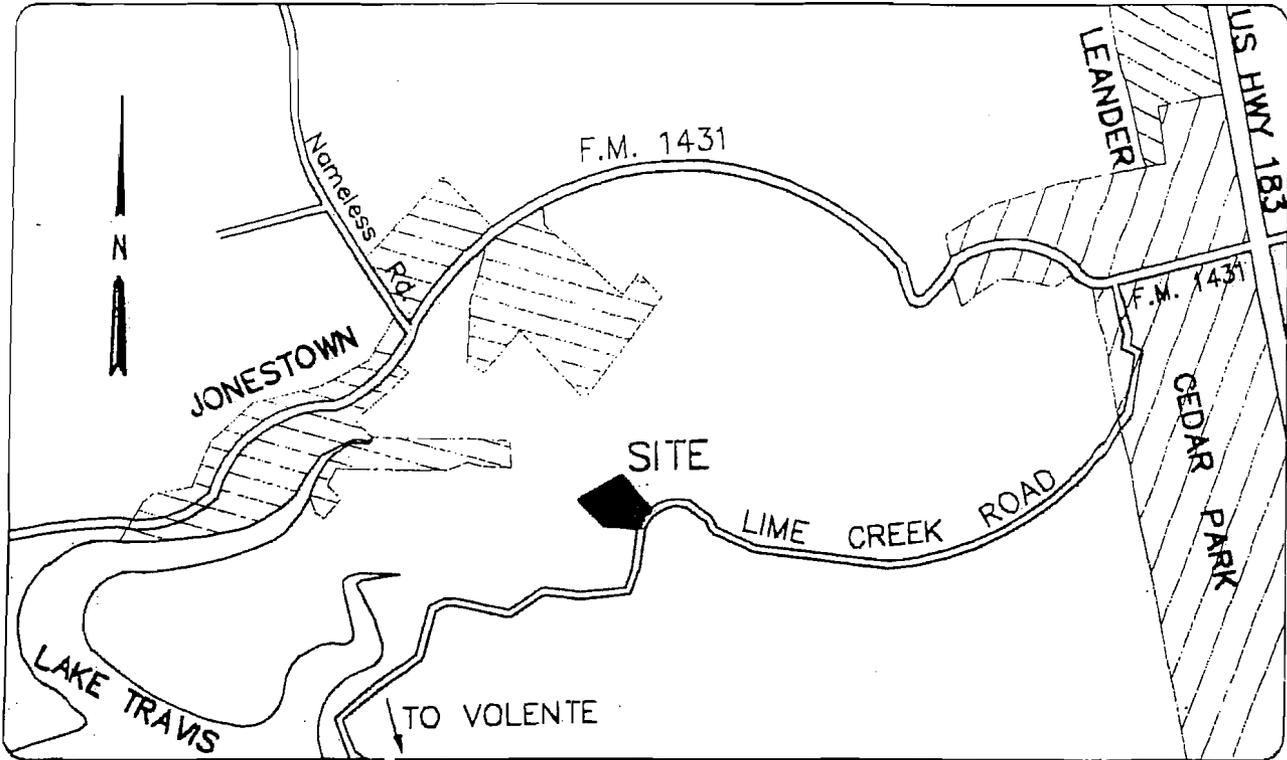
Map Disclaimer: This map was created to show approximate locations of cemeteries of record in Travis County. The data is provided "as is" with no warranties of any kind.

Travis County Roadways, Map C



Map Prepared by: Travis County, Dept. of Transportation & Natural Resources. Date: 3/22/2011

LOCATOR MAP NOT TO SCALE



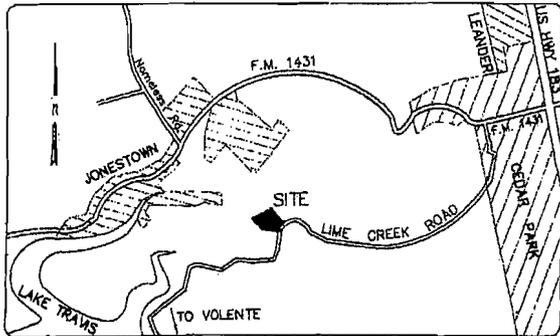
200700095

PHOTOGRAPHIC BYLAR

MASON ESTATES

OWNER: WILLIAM W. MASON
ADDRESS: 11408 LIME CREEK ROAD

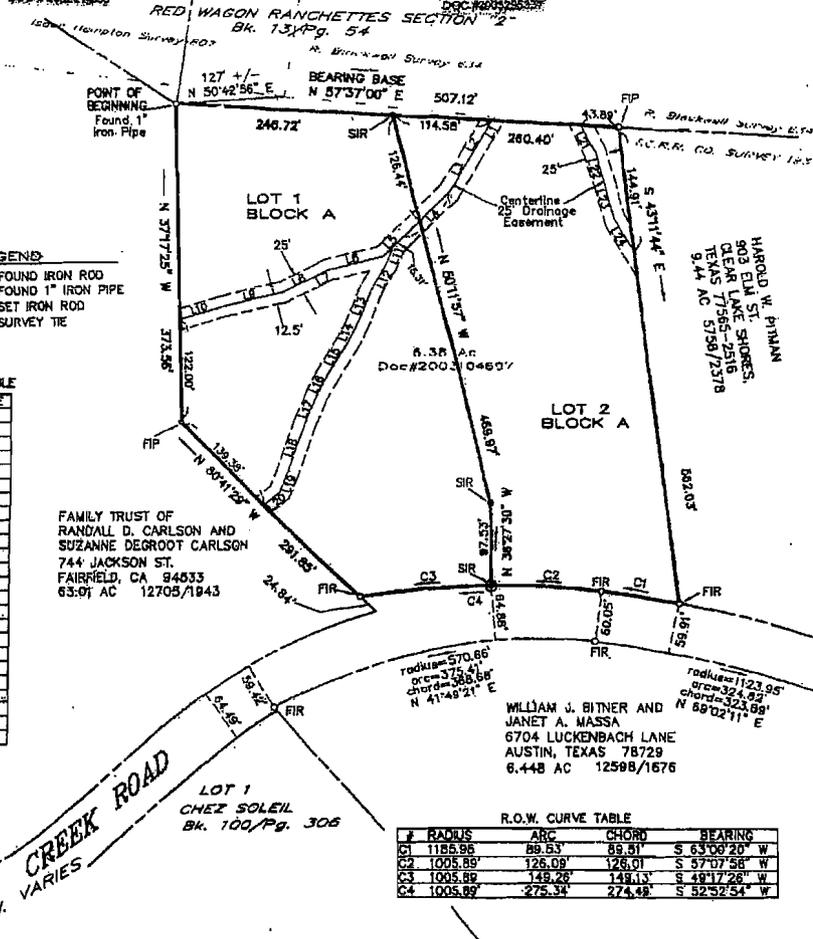
LOCATOR MAP NOT TO SCALE



LEGAL DESCRIPTION:
6.38 ACRES OF LAND, MORE OR LESS, OUT OF THE TEXAS CENTRAL RAILROAD COMPANY SURVEY NO. 193, ABSTRACT 2236, TRAVIS COUNTY, TEXAS.

11.22 AC OUT OF LOT 11
EDWARD G. BRYANT AND MELJUNDA L. BRYANT
11527 TRAILS END RD.
LEANDER TX, 78641-5813
DOC # 2002410055

LOT 10
36.851 AC
BLAISE, McARTHUR AND KELLI C. McARTHUR
11637 TRAILS END RD.
LEANDER TX, 78641-5871
DOC # 2002410055

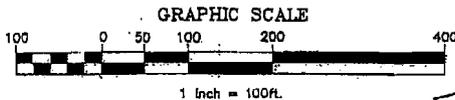
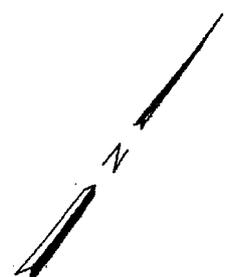


TOTAL OF TWO LOTS FOR ONE SINGLE FAMILY DWELLING EACH
AREA OF LOT 1 154,297 SQ FT 3.642 AC
AREA OF LOT 2 123,674 SQ FT 2.839 AC
TOTAL SUBDIVISION AREA 277,971 SQ FT 6.381 AC

LEGEND
FIR = FOUND IRON ROD
FIP = FOUND 1" IRON PIPE
SIR = SET IRON ROD
--- = SURVEY TIE

CENTERLINE DRAINAGE EASEMENT TABLE

LINE	DIRECTION	DISTANCE
L1	N 03°04'34" W	28.01'
L2	N 04°31'18" W	20.60'
L3	N 05°14'28" W	51.65'
L4	N 09°12'58" E	71.60'
L5	N 07°46'21" E	31.38'
L6	N 39°34'06" E	62.68'
L7	N 23°41'06" E	14.88'
L8	N 28°18'42" E	41.28'
L9	N 20°46'57" E	73.43'
L10	N 37°29'55" E	51.22'
L11	N 18°13'47" W	23.00'
L12	N 08°26'12" W	33.08'
L13	N 19°27'32" W	49.58'
L14	N 10°27'18" W	19.90'
L15	N 07°11'50" W	45.30'
L16	N 09°27'23" W	25.79'
L17	N 14°17'28" W	35.02'
L18	N 18°14'32" W	83.55'
L19	N 14°35'36" W	22.00'
L20	N 14°33'51" E	24.04'
L21	S 53°58'52" E	36.08'
L22	S 53°10'44" E	38.91'
L23	S 51°41'06" E	42.40'
L24	S 67°03'46" E	42.83'



SURVEYOR'S CERTIFICATION:
I, THOMAS P. DIXON, AM AUTHORIZED UNDER THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED PORTIONS OF CHAPTER 82 OF THE TRAVIS COUNTY CODE, AND IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY DIRECT SUPERVISION ON THE GROUND ON APRIL 22, 2003.

THOMAS P. DIXON R.P.L.S. #4324
WATERLOO SURVEYORS, INC.
P.O. BOX 160178
AUSTIN, TEXAS 78716 PHONE: 481-9603



ENGINEER'S CERTIFICATION:
I, AARON B. PESEK, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT.

NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD-HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) #481026 0280 E, TRAVIS COUNTY, TEXAS, DATED JUNE 16, 1993.

AARON B. PESEK, P.E. NO. 93958
KERRITT-BHENA CIVIL ENGINEERS, INC.
3600 WEST PARKER LANE, STE 212
AUSTIN, TEXAS 78727
PH: 512-454-2400 EXT. 104



A TEN FOOT PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ALONG EACH SIDE LOT LINE FROM THE FRONT PROPERTY LINE TO THE FRONT BUILDING LINE EXCEPT WHERE A SIDE LOT LINE IS ALSO THE REAR LOT LINE OF AN ADJACENT LOT IN WHICH CASE A FIVE FOOT PUBLIC UTILITY EASEMENT IS DEDICATED ALONG THE ENTIRE LENGTH OF THE SIDE LOT LINE. A SEVEN AND ONE HALF FOOT PUE IS HEREBY DEDICATED ADJACENT TO ALL REAR LOT LINES.

FIELD NOTES
FIELD NOTES FOR 6.38 ACRES OF LAND OUT OF THE TEXAS CENTRAL RAILROAD COMPANY SURVEY NO. 193, ABSTRACT 2236, IN TRAVIS COUNTY, TEXAS, SAME BEING ALL OF THAT CERTAIN 6.38 ACRES OF LAND CONVEYED TO WILLIAM W. MASON BY WARRANTY DEED RECORDED IN 200310487, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; FOR WHICH A MORE PARTICULAR DESCRIPTION BY METES AND BOUNDS IS AS FOLLOWS:

- BEGINNING at a 1" Iron pipe found and the S.E. corner of Lot 11 and the S.W. corner of Lot 10, RED WAGON RANCHETTIES SECTION "2", a subdivision in Travis County, Texas according to the map or plat thereof refiled in Book 13, Page 54, Plot Records, Travis County, Texas, for the N.W. corner hereof;
- THENCE N 57°37'00" E along the south line of Lot 10 for a distance of 507.12 feet to a 1" Iron pipe found for the N.E. corner hereof;
- THENCE S 43°11'44" E along the west line of that certain 9.44 acre tract conveyed to Harold W. Pittman by deed recorded in Volume 8758, Page 237A, Deed Records of said county for a distance of 582.03 feet to and Iron rod found on the north R.O.W. of Lime Creek Road for the S.E. corner hereof;
- THENCE the following two(2) courses and distances along the north R.O.W. of Lime Creek Road:
1) 89.53 feet along the curving R.O.W., curving to the left, with a radius of 1165.95 feet and having a chord which bears S 83°00'20" W for a distance of 68.51 feet to an iron rod found at the point a compound curve to the left having a radius of 1005.89 feet;
2) 275.34 feet along the arc of said curve to the left with a chord which bears S 52°52'54" W for a distance of 274.44 feet to an iron rod found for the S.W. corner hereof;
- THENCE N 80°41'29" W leaving said R.O.W. for a distance of 291.85 feet to a 1" pipe found for a corner hereof;
- THENCE N 37°17'25" W for a distance of 373.56 feet to the POINT OF BEGINNING containing 6.38 acres of land.

R.O.W. CURVE TABLE

#	RADIUS	ARC	CHORD	BEARING
C1	1165.95	89.53	89.51	S 63°00'20" W
C2	1005.89	126.09	126.01	S 57°07'56" W
C3	1005.89	149.28	149.13	S 48°17'26" W
C4	1005.89	275.34	274.48	S 52°52'54" W

WATERLOO SURVEYORS INC.
PO BOX 160178
AUSTIN, TEXAS 78716-0716
Phone: 512-481-9602
www.waterloosurveyors.com
9866A

PHOTOGRAPHIC MYLAR

4.2.07 \$6500

200708095

MASON ESTATES

STATE OF TEXAS:
COUNTY OF TRAVIS:

KNOW ALL PERSONS BY THESE PRESENTS THAT I, WILLIAM W. MASON, OWNER OF THAT CERTAIN 6.38 ACRES OF LAND, MORE OR LESS, OUT OF THE TEXAS CENTRAL RAILROAD SURVEY 193, ABSTRACT 2236, TRAVIS COUNTY, TEXAS, CONVEYED TO ME BY WARRANTY DEED RECORDED IN DOCUMENT NO. 2003104867, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID 6.38 ACRES TO BE KNOWN AS MASON ESTATES, IN ACCORDANCE WITH CHAPTER 217 & 232 OF THE TEXAS LOCAL CODES AND PURSUANT TO ORDINANCES REQUIRED BY THE CITY OF CEDAR PARK, TEXAS, AND DO DEDICATE TO THE PUBLIC ANY AND ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

William W. Mason
WILLIAM W. MASON
11408 LIME CREEK ROAD
LEANDER, TEXAS 78641-8024

2/27/07
DATE

STATE OF TEXAS:
COUNTY OF TRAVIS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, WILLIAM W. MASON, KNOWN TO BE THE PERSON OR AGENT WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED TO SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 27th DAY OF February, 2007 A.D., NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS.

NOTARY: *Ann L. Flores*
ANN L. FLORES
Notary Public in and for the State of Texas
My Commission Expires *June 29, 2009*

TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM PLAT NOTES SUBDIVISIONS UTILIZING ON-SITE WASTEWATER SYSTEMS

1. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC BEVER SYSTEM OR A PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM, WHICH HAS BEEN APPROVED BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
2. NO STRUCTURE SHALL BE OCCUPIED UNTIL CONNECTED TO A POTABLE WATER SUPPLY FROM AN APPROVED PUBLIC WATER SYSTEM.
3. NO ON-SITE SEWAGE DISPOSAL SYSTEM MAY BE INSTALLED WITHIN 100 FEET OF A PRIVATE WATER WELL NOR MAY AN ON-SITE WASTEWATER DISPOSAL SYSTEM BE INSTALLED WITHIN 150 FEET OF A PUBLIC WATER WELL.
4. NO CONSTRUCTION MAY BEGIN ON ANY LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM ARE SUBMITTED TO AND APPROVED BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
5. ALL DEVELOPMENT ON ALL LOTS IN THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE MINIMUM REQUIREMENTS OF TEXAS ADMINISTRATIVE CODE CHAPTER 285 AND TRAVIS COUNTY CODE CHAPTER 48.
6. THESE RESTRICTIONS ARE ENFORCEABLE BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
7. LOTS IN THIS SUBDIVISION ARE LIMITED TO ONE SINGLE FAMILY RESIDENCE ONLY.

Robert L. Morriss
ROBERT MORRISS, P. E.,
ACTING PROGRAM MANAGER
PLANNING AND ENGINEERING SERVICES
TNR-TRAVIS COUNTY

02/29/07
DATE

GENERAL NOTES:

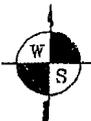
1. NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES OR LANDSCAPING SHALL BE ALLOWED IN DRAINAGE EASEMENTS EXCEPT AS APPROVED BY TRAVIS COUNTY AND THE CITY OF CEDAR PARK, TEXAS.
2. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNERS OR HIS/HER ASSIGNS.
3. PROPERTY OWNER SHALL PROVIDE ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY, AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.
4. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN APPROVED ON-SITE WATER WELL.
5. TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
6. DRIVEWAYS SHALL BE SPACE A MINIMUM OF 30 FEET FROM THE INTERSECTION OF A LOCAL STREET, RESIDENTIAL OR NEIGHBORHOOD COLLECTOR, 75 FEET FROM A COMMERCIAL OR INDUSTRIAL COLLECTOR, 100 FEET FROM A PRIMARY COLLECTOR, AND 150 FEET FROM AN ARTERIAL. MULTIPLE DRIVEWAYS FOR INDIVIDUAL LOTS SHOULD BE SPACED NO CLOSER THAN 100 FEET CENTERLINE TO CENTERLINE ON SHOULDER SECTIONS AND NO CLOSER THAN 50 FEET CENTERLINE TO CENTERLINE ON CURB AND GUTTER SECTION ROADWAYS.
7. WATER FOR THIS SUBDIVISION TO BE PROVIDED BY A PRIVATE WATER WELL.
8. WASTEWATER SERVICE WILL BE PROVIDED BY ON-SITE SEPTIC.

JURISDICTIONAL NOTE:

THIS SUBDIVISION IS LOCATED INSIDE THE 2-MILE ETJ OF THE CITY OF CEDAR PARK. THE CITY OF CEDAR PARK HAS WAIVED ITS REVIEW REQUIREMENTS THROUGH A LETTER ISSUED ON AUGUST 9TH, 2006.

OWNERS: Mr. BILL MASON
P.O. BOX 400, ROUND ROCK, TEXAS 78680
PH: (512) 913-9408

ACREAGE: 6.38 Acres
SURVEY: SUR 183 TORR CO
NO. OF LOTS: TWO (2)
PROPOSED USE: RESIDENTIAL
DATE: 2/27/07
SURVEYOR: WATERLOO SURVEYORS INC.
PH: (512) 481-9802
ENGINEER: GARRETT-HHREN CIVIL ENGINEERS
PH: (512) 484-2400 FX: (512) 484-2420



WATERLOO SURVEYORS INC.
PO BOX 160176
AUSTIN, TEXAS 78716-0716
Phone: 512-481-9802
www.waterloosurveyors.com
9866A

STATE OF TEXAS:
COUNTY OF TRAVIS:

I, DANA DEBEAUVOR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT ON THE 27th DAY OF March, 2007 A.D., THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK OF SAID COUNTY, THE 27th DAY OF April, 2007 A.D.

DANA DEBEAUVOR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

G. Porter
DEPUTY
G. PORTER



IN APPROVING THIS PLAT, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD STREETS, ROADS, OR OTHER THOROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH, THE BUILDING OF ALL STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH, IS THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS.

THE OWNER(S) OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISIONS STREET AND DRAINAGE IMPROVEMENTS (THE IMPROVEMENTS) TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION, THE OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNER(S) OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST A FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING ON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY, OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONERS COURT FOR FILING OR THE SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS, OF ROADS AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS OR ERECT TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE A PART OF THE DEVELOPER'S CONSTRUCTION.

STATE OF TEXAS:
COUNTY OF TRAVIS:

I, DANA DEBEAUVOR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 27th DAY OF April, 2007 A.D. AT 12:00 P.M., DULY RECORDED ON THE 27th DAY OF April, 2007 AT 12:00 P.M., PLAT RECORDS OF SAID COUNTY, AND STATE IN DOCUMENT NUMBER 100717 OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 27th DAY OF April, 2007 A.D.

DANA DEBEAUVOR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

V. Benavides
DEPUTY
V. BENAVIDES



VACATION INSTRUMENT

**TOTAL VACATION OF
MASON ESTATES**

THE STATE OF TEXAS

COUNTY OF TRAVIS

WHEREAS William W. Mason ("Proprietor") is the owner of all the real property included in Lot 1 and 2 of Block A of Mason Estates, a subdivision located in Travis County, Texas of which is recorded in Document Number 200700095 of the Official Records of Travis County, Texas, (the "Plat"), and whereas said lots comprise all of the land encompassed by the Plat; and

WHEREAS, Proprietor now wishes to vacate Lot 1 and 2 of Block A of the Plat in accordance with the procedures set forth in Sections 212.013 and 232.008 of the Texas Local Government Code

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS: That Proprietor does hereby declare that, subject to the approval by the Travis County Commissioners Court, Lots 1 and 2 of Block A of said subdivision are vacated. It is understood that this action will in no way affect other lots of said subdivision.

EXECUTED this 25th day of July, 2011.

PROPRIETOR:

By: William W. Mason

William W Mason, Owner

Lots 1 and 2 Block A Mason Estates, Owner's Property

THE STATE OF TEXAS

COUNTY OF Williams

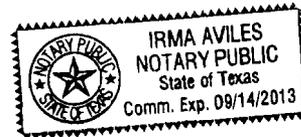
Before me, the undersigned authority, a Notary Public for the State of Texas, on this day personally appeared Owner 1 Name, known to me to be the person whose name is subscribed to in the foregoing instrument of writing, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in capacity therein stated.

Given under my hand and seal of office, this the 25 day of July, 2011.

Irma Aviles

Notary Public in and for the State of Texas

My Commission Expires: 9/14/2013



Approval of Total Plat Vacation

STATE OF TEXAS

COUNTY OF TRAVIS

On _____, _____, 20____, the Travis County Commissioners Court approved the ~~total~~ vacation of the subdivision known as Mason Estates, as described above.

EXECUTED, this _____ day of _____, 20_____.

Dana Debeauvoir, County Clerk
Travis County, Texas

By: _____
Deputy

Return to:
Travis County TNR
Attention: Michael Hettenhausen
P.O. Box 1748
Austin, TX 78767



Travis County Commissioners Court Agenda Request Northwest Travis County Road District No. 3

Meeting Date: August 23, 2011

Prepared By/Phone Number: Gillian Porter, Commissioners Court
Specialist, 512-854-4722

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

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: Approve the Northwest Travis County Road
District No. 3 (Golden Triangle) Minutes for the Voting Sessions of August
2 and 9, 2011.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

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



Minutes for the Northwest Travis County Road District No. 3 (Golden Triangle) Tuesday, August 2, 2011 Voting Session

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

Meeting called to order on August 2, 2011, in the Ned Granger Building, Commissioners Courtroom, 1st Floor, 314 W. 11th St., Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Present
Karen L. Huber	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

1. Approve the northwest Travis County Road District No. 3 (Golden Triangle) Minutes for the Voting Sessions of July 12 and 19, 2011.

MOTION: Approve Item 1.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Karen L. Huber, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Minutes for the Northwest Travis County Road District No. 3 (Golden Triangle) Tuesday, August 9, 2011 Voting Session

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

Meeting called to order on August 9, 2011, in the Ned Granger Building, Commissioners Courtroom, 1st Floor, 314 W. 11th St., Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Present
Karen L. Huber	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

1. Consider and take appropriate action on recommended maximum tax rate and proposed Fiscal Year 2012 Road District Budget for Northwest Travis County Road District No. 3 (Golden Triangle).

Members of the Court heard from:
Leroy Nellis, Budget Manager, PBO

MOTION: Set maximum tax rate at \$0.1550 cents per \$100.00 valuation and approve the proposed FY 2012 budget.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Margaret J. Gómez, Commissioner

SECONDER: Karen L. Huber, Commissioner

AYES: Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez

ABSENT: Ron Davis

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Travis County Commissioners Court Agenda Request Travis County Bee Cave Road District No. 1

Meeting Date: August 23, 2011

Prepared By/Phone Number: Gillian Porter, Commissioners Court
Specialist, 512-854-4722

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

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: Approve the Bee Cave Road District No. 1
(Galleria) Minutes for the Voting Sessions of August 2 and 9, 2011.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

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



Minutes for the Travis County Bee Cave Road District No. 1 (Galleria) Tuesday, August 2, 2011 Voting Session

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

Meeting called to order on August 2, 2011, in the Ned Granger Building, Commissioners Courtroom, 1st Floor, 314 W. 11th St., Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Present
Karen L. Huber	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

1. Approve the Bee Cave Road District No. 1 (Galleria) Minutes for the Voting Sessions of July 12 and 19, 2011.

MOTION: Approve Item 1.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Sarah Eckhardt, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Margaret J. Gómez
ABSTAIN: Karen L. Huber

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Minutes for the Travis County Bee Cave Road District No. 1 (Galleria) Tuesday, August 9, 2011 Voting Session

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

Meeting called to order on August 9, 2011, in the Ned Granger Building, Commissioners Courtroom, 1st Floor, 314 W. 11th St., Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Present
Karen L. Huber	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

1. Consider and take appropriate action on recommended maximum tax rate and proposed Fiscal Year 2012 Road District Budget for Travis County Bee Cave Road District No. 1 (Galleria).

Members of the Court heard from:
Leroy Nellis, Budget Manager, PBO

MOTION: Set the maximum tax rate at \$0.9600 per \$100.00 of valuation and approve the proposed FY 2012 budget.

RESULT: **APPROVED [4 TO 0]**

MOVER: Karen L. Huber, Commissioner

SECONDER: Margaret J. Gómez, Commissioner

AYES: Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez

ABSTAIN: Ron Davis

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge