



Travis County Commissioners Court Agenda Request

Meeting Date: March 6, 2012

Prepared By: Paul Scoggins **Phone #:** 854-7619

Division Director/Manager: Anna Bowlin, Division Director of Development Services

Handwritten initials, possibly "AB", in the right margin.

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

Sponsoring Court Member: Commissioner Eckhardt, Precinct Two

AGENDA LANGUAGE: Receive comments regarding a request to authorize the filing of an instrument to vacate two five foot wide public utility easements located along the common lot line of Lots 4 and 5, Block G of River Ridge – Precinct Two.

BACKGROUND/SUMMARY OF REQUEST:

TNR staff has received a request to vacate two five foot wide public utility easements (PUEs) located along the common lot line of Lots 4 and 5, Block G of the River Ridge subdivision. The easements are dedicated by plat note. The subject lots front on Terjo Lane, a street maintained by Travis County.

The utility companies operating in the area have stated they have no objection to vacating the subject easements. As of this memorandum staff has received one inquiry. 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 vacating the subject easements.

ISSUES AND OPPORTUNITIES:

According to the request letter, the purpose of this request is to accommodate the required septic field to be located on Lot 4 with the home being on Lot 5. Vacating the subject easements will allow the crossing of the common lot line with septic facilities without encroaching the easements.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A.

ATTACHMENTS/EXHIBITS:

Order of Vacation
Field Notes and Sketch
Request Letter
Utility Statement
Sign Affidavit and Pictures
Maps

REQUIRED AUTHORIZATIONS:

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

CC:

Stacey Scheffel	Program Manager	TNR Permits	854-7565

SM:AB:ps
1101 - Development Services - River Ridge



Travis County Commissioners Court Agenda Request

Meeting Date: March 6, 2012

Prepared By: Michael Hettenhausen **Phone #:** 854-7563

Division Director/Manager: Anna Bowlin, Division Director, Development Services AB

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

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Receive comments regarding the Revised Plat of Lot 1 Rivercliff Section Two Phase A and Lot 19 Replat of Lots 15-19 Rivercliff Subdivision (Revised plat - one lot - 15.39 acres - Rivercliff Drive - No ETJ) in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

The property owner of Lot 1 of the Rivercliff Section Two Phase A and Lot 19 of the Replat of Lots 15 - 19 Rivercliff Subdivision has submitted an application to revise the existing two plats by combining the two single family lots into one single family lot. The resulting one lot will consist of 15.39 acres platted from Rivercliff Drive. No new public or private streets are proposed with this application. Parkland dedication or fees in lieu of dedication or fiscal surety are not required with this revised plat.

STAFF RECOMMENDATIONS:

As this revised plat application meets all Travis County subdivision standards, staff recommends approval of the motion.

ISSUES AND OPPORTUNITIES:

Staff requested and has received a letter of support for the plat revision from the president of the Rivercliff homeowners' association. Also, as part of the requirements for a revised plat, a notice of public hearing sign was posted on the property on February 13, 2012, announcing the date, time, and location of the public hearing (see attached photo and affidavit). As of this date, staff has not received any inquiries on the proposed plat revision.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

ATTACHMENTS/EXHIBITS:

Precinct map
Location map
Existing plat
Proposed revised plat

Photo of public notice sign
Affidavit of sign posting

REQUIRED AUTHORIZATIONS:

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

CC:

SM:AB:mh

1101 - Development Services - Rivercliff Revised Plat of Lot 1 Sec 2 and Lot 19



Travis County Commissioners Court Agenda Request

Meeting Date: March 6, 2012

Prepared By/Phone Number: Michael Long/854 4850; Marvin Brice/854 9765

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve proclamation declaring March 2012, Purchasing month in Travis County.

Purchasing Recommendation and Comments: Each year in March, the National Institute of Governmental Purchasing (NIGP) sponsors a nationwide Purchasing Month, a time during which professional purchasers are honored for the work they do within their respective governing bodies. As a result, local NIGP chapters initiate proclamations to be signed by a variety of governing bodies. The proclamations designate March as a "Purchasing Month".

The local NIGP chapter, The Texas Association of Public Purchasers, is obtaining such proclamations from the State of Texas governor as well as the City of Austin mayor. The proclamations will designate March, 2012, as Purchasing Month in the State of Texas and the City of Austin, respectively. Such proclamations have been approved for each of the past several years.

Request the Commissioners Court consider signing the attached proclamation to designate March, 2012, as Purchasing Month in Travis County, and recognize the valuable and hard work of the Travis County Purchasing Office.

Travis County Proclamation – Public Purchasing Month

Whereas, the National Institute of Governmental Purchasing (NIGP) has declared March, 2012, to be Purchasing Month nation-wide; and

Whereas, the public purchasing and materials management profession works to build better business and government; and

Whereas, the employees of the Travis County Purchasing, Inventory Management, and HUB Office staff dedicate themselves to fair and responsible purchasing practices; and

Whereas, these staff members are committed to performing at the highest level of their profession to efficiently utilize precious tax dollars for the benefit of Travis County taxpayers; and

Whereas, these staff members contribute to the city, county and state's economic success while upholding the laws of the Great State of Texas and adhering to a business code of ethics; and

Whereas, these staff members encourage and sponsor activities to promote education and certification in purchasing; and

Whereas, these staff members dutifully fulfill an obligation to extend opportunities to all members of the business community by engaging in fair and inclusive purchasing practices; and

Whereas, these staff members are dedicated to the inclusion of women and minority owned businesses in the procurement process, while promoting and fostering public confidence in the integrity of the process;

Now, therefore, let it be known that we, the members of the Travis County Commissioners Court, hereby proclaim March, 2012, as Public Purchasing Month in the County of Travis.

In witness whereof, we have hereunto set our hands and affixed the official seal of the County of Travis on this _____ day of _____, 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.



Travis County Commissioners Court Agenda Request

March 6,

Meeting Date: ~~February 28, 2012~~

Prepared By/Phone Number: Shannon Pleasant, CTPM / 854-1181
Marvin Brice, CPPB / 854-9765

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Interlocal Agreement No. IL120116SH, Education and Training Services, University of Texas Southwestern Medical Center.

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.

STAR Flight is requesting Travis County Purchasing assistance with the contracting and purchasing of EMS training program services from the University of Texas Southwestern Medical Center.

Ø The InterLocal Agreement with The University of Texas Southwestern Medical Center will provide STAR Flight Nurses (who are currently Registered Nurses with Emergency Medical Technician (EMT)- Basic), with the necessary training to prepare them to take the National Registry of EMT exam for Paramedic certification, upon completion of the program. The Department of Health and Human Services staffing for air ambulances includes the requirement that at least one of the medical crew members be a paramedic. Having all STAR Flight medical crew members with a paramedic certification will allow for more flexible staffing.

Ø **Contract Expenditures:** This is a new contract. \$0.00 has been spent against this contract.

ID #5963

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: \$17,500

Contract Type: Interlocal Agreement

Contract Period: Execution thru January 3, 2013

Ø **Contract Modification Information: N/A**

Modification Amount:

Modification Type:

Modification Period:

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

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

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.:

Funding Account(s): 00159106026503 and 00159106026506

Comments: Services will be contracted on an as needed basis.

ID #5963

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.



Austin-Travis County
STAR Flight



7800 Old Manor Road
Austin, TX 78724
www.starflightrescue.org

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

To: Marvin Brice, Assistant Purchasing Agent
Travis County

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

Date: November 2, 2011

Subject: Registered Nurse to EMT-Paramedic training

STAR Flight is requesting Travis County Purchasing assistance with the contracting and purchasing of EMS training program. When complete this program will allow the current **STAR Flight** Nurses, currently Registered Nurse with Emergency Medical Technician (EMT)- Basic, to take the National Registry of EMT exam for Paramedic.

Department of Health and Human Services (DHS) staffing requirements for air ambulances include the requirement that at least one of the medical crew members must be a paramedic. Having all **STAR Flight** medical crew members with a paramedic certification will allow for more flexible staffing.

Program personnel have been in contact with UT Southwestern and they indicate they can provide the requested training.

UT Southwestern contact information:

Ruth Price, Contracts Specialist

Office of Contracts Management

UT Southwestern Medical Center

5323 Harry Hines Blvd.

Dallas, Texas 75390-9062

(214) 648-4420

(214) 648-0845 FAX

email: RUTH.PRICE@UTSOUTHWESTERN.EDU

UT Southwestern will:

1. Review each nurses' CV or resume for admission approval
2. Submit course approval to DSHS
3. Provide directed resources for independent study
4. Review clinical rotations for compliance
5. Teach an on-site 3 day course (dates to be coordinated by both parties) to include
 - a. Review of content of course with emphasis on knowledge gaps
 - b. Test out each component course (Introduction of Advanced Practice, Trauma Mgmt, Cardiology, Medical Emergencies, Special Populations)
 - c. Provide directions to self-remediate any failed component exams (re-tests to be administered at UT Southwestern before with final exam)
6. Provide a ½ day at UT Southwestern for nurses to take comprehensive final (same pass criteria as paramedic students)
7. Review field evaluation materials for compliance in the requirement (minimum of 72 hours and a minimum of 7 successful ALS team leads)
8. Provide class days at UT Southwestern for nurses to attend NREMT prep course
9. Provide a day at UT Southwestern for NREMT testing for nurses

UT Southwestern estimated cost:

1. \$2500 for services (per course)
2. \$60 reimbursement for Course approval application for DSHS
3. \$200 per nurse for NREMT skills testing
4. \$100 per nurse per day for NREMT prep days
5. Reimbursement for travel expenses related to providing on site 3 day course (State rates for mileage, etc)

We would like for this to be a multi course/multiple year, as needed contract.

We are still waiting to get final account and funding information from the Auditor's Office but will forward those as soon as we get them.

Please let me know if you need further information

Casey

cc. Danny Hobby, County Executive
Travis County Emergency Services

CONTRACT ID NO. 2012-200380

**PROFESSIONAL SERVICES
AGREEMENT**

BETWEEN

TRAVIS COUNTY

AND

UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER

FOR

EDUCATION AND TRAINING SERVICES

DRAFT

CONTRACT NO. L12-116SH



Travis County Purchasing Office

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PROFESSIONAL SERVICES AGREEMENT FOR EDUCATION AND TRAINING SERVICES

This Agreement is made and entered into by and between the following parties: Travis County, Texas, (the "COUNTY") and the University of Texas Southwestern Medical Center, 5323 Harry Hines Blvd., Dallas, Texas 75390 (the "CONTRACTOR").

RECITALS

COUNTY desires to obtain the education and training services for Travis County Nurses.

CONTRACTOR has the professional ability and expertise, and any necessary professional degrees, licenses, and certifications to provide these services.

AGREEMENT

1.0 DEFINITIONS

In this Agreement,

- 1.1 "Commissioners Court" means the Travis County Commissioners Court.
- 1.2 "County Auditor" means Travis County Auditor Susan Spataro or her successor.
- 1.3 "DIRECTOR" means the Director of the Travis County STAR Flight program or her designee.
- 1.4 "DSHS" means Texas Department of State Health Services.
- 1.5 "Is doing business" and "has done business" mean:
- 1.5.1 paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or,
 - 1.5.2 loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
 - 1.5.3 but does not include
 - 1.5.3.1 any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,
 - 1.5.3.2 any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by CONTRACTOR in the ordinary course of its business; and
 - 1.5.3.3 a transaction for a financial service or insurance coverage made on behalf of CONTRACTOR if CONTRACTOR is a national or multinational corporation by an

agent, employee or other representative of CONTRACTOR who does not know and is not in a position that he or she should have known about the Agreement.

- 1.6 "Key Contracting Person" means any person or business listed in Exhibit 1 to the Affidavit attached to this Agreement and marked as Attachment D.
- 1.7 "NREMT" means the Nation Registry of Emergency Technicians.
- 1.8 "Parties" mean Travis County, Texas, and University of Texas Southwestern Medical Center.
- 1.9 "Purchasing Agent" means Travis County Purchasing Agent Cyd V. Grimes or her successor.
- 1.10 "Services" means the services and activities described in Attachment A, Scope of Services.

2.0 TERM

2.1 Initial Term. The Initial Term of this Agreement shall commence upon complete execution by all parties and shall continue through January 3, 2013, unless sooner terminated as provided herein.

2.2 Renewal Term(s). Subject to continued funding by the Commissioners Court, this Agreement automatically renews on January 4 of each year for succeeding terms of one year unless sooner terminated by either Party as provided herein.

2.3 Termination. Either Party may terminate this Agreement at any time by giving the other Party written notice of such termination at least thirty (30) days before the effective date of the termination.

3.0 OBLIGATIONS OF PARTIES

3.1 CONTRACTOR'S RESPONSIBILITIES

3.1.1 Performance of Services. CONTRACTOR shall perform, in a timely manner, the Services pursuant to the agreement. CONTRACTOR shall provide Services at mutually determined dates and locations, to assist COUNTY STAR Flight nurses to challenge the Paramedic course and obtain certification from NREMT and the DSHS.

3.1.2 Ethical Standards. CONTRACTOR shall ensure that all its agents and employees who perform Services pursuant to the agreement and exercise all discretionary powers in a manner consistent with applicable professional ethical standards for their performance and his best professional judgment.

3.1.3 Subcontracting. Except as otherwise specifically provided herein, CONTRACTOR is prohibited from hiring or subcontracting with any other person to perform any of CONTRACTOR'S Services or obligations under this Agreement.

3.1.4 Civil Rights/ADA Compliance. CONTRACTOR shall provide all Services in compliance with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933].

3.1.5 Legal Compliance. CONTRACTOR shall comply with all federal, state, county, and city laws, rules, regulations and ordinances applicable to providing the Services and performing all obligations under this Agreement.

3.1.6 Payment of Property Taxes. CONTRACTOR warrants that CONTRACTOR is not currently delinquent in payment of property taxes to the Travis County Tax Assessor Collector.

3.1.7 Insurance Requirements CONTRACTOR shall comply with Attachment C, "Insurance Requirements".

3.1.8 Federal Funds. CONTRACTOR warrants that no Federal appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.1.9 Communications. CONTRACTOR may communicate all requests for direction and factual information relating to Services to the DIRECTOR and may rely on all factual information supplied by the DIRECTOR in response to these requests. However, DIRECTOR is not the agent of County or the Commissioners Court or any elected official of County for any other purpose than conveying factual information.

3.1.10 Right to Intellectual Material. CONTRACTOR shall transfer title to all work products produced under this Agreement including programming, reports, charts, schedules, or other appended documentation to any responses, inquiries, correspondence, and related material submitted by CONTRACTOR upon receipt by COUNTY.

3.2 COUNTY'S RESPONSIBILITIES

3.2.1 Scope of Services. COUNTY shall perform, in a timely manner, the following duties and obligations:

- 3.2.1.1 Inform COUNTY nurses of resources and class information;
- 3.2.1.2 Provide CONTRACTOR with nurse background and experience and continuing education information;
- 3.2.1.3 Teach all hands-on skills in the list in Attachment A to nurses with qualified instructors using NREMT Paramedic criteria when available;
- 3.2.1.4 Arrange for class facilities and any necessary handouts for nurses;
- 3.2.1.5 Arrange for clinical experience and internship as specified by CONTRACTOR and forward documentation of evaluation to CONTRACTOR;
- 3.2.1.6 Arrange for NREMT written exam testing at Pearson View Center and DSHS paperwork.

4.0 COMPENSATION, BILLING AND PAYMENT

4.1 Fees. For and in consideration of the satisfactory performance by CONTRACTOR of the Services and CONTRACTOR's compliance with this Agreement, COUNTY shall pay CONTRACTOR for the Services provided at the rates stated in Attachment B, Fee Schedule.

4.2 Satisfactory Completion of Services. COUNTY is not responsible for the costs of any Services that are not performed to COUNTY'S satisfaction and given COUNTY'S approval. COUNTY shall not unreasonably withhold its approval. COUNTY'S obligation to make any payment to CONTRACTOR is dependent upon completion of the Services in a timely, good and professional manner and at a standard acceptable in CONTRACTOR'S profession.

4.3 Timely Payment. COUNTY shall pay CONTRACTOR within thirty (30) days after completion of the Services and the receipt of a complete and correct invoice from CONTRACTOR. Accrual and payment of interest on overdue payments is governed by Chapter 2251 of the Texas Government Code.

4.4 Invoicing. CONTRACTOR shall submit invoices to COUNTY on a monthly basis and each invoice shall contain the name of each nurse served by CONTRACTOR, the type of service provided by CONTRACTOR, the total hours of service provided by CONTRACTOR, the hourly fee assessed for each service provided by CONTRACTOR and the total amount of payment requested for each nurse. Each invoice submitted by CONTRACTOR to COUNTY shall be signed by CONTRACTOR

4.5 Overpayment. If COUNTY determines that it has overpaid CONTRACTOR, CONTRACTOR shall refund to COUNTY any money paid to CONTRACTOR by COUNTY in excess of what is due. CONTRACTOR shall refund the overpayment to COUNTY within thirty (30) days after COUNTY requests the refund. If CONTRACTOR fails to refund any money owed to COUNTY, COUNTY may offset the refunding of the next amount payable to CONTRACTOR under this Agreement or any subsequent Agreement COUNTY may enter with CONTRACTOR.

4.6 Taxpayer Identification. CONTRACTOR shall provide COUNTY with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations to the County Auditor before any Agreement funds are payable.

4.7 Delinquent Property Taxes. Notwithstanding anything to the contrary in this Agreement, if CONTRACTOR is delinquent in the payment of property taxes at the time of invoicing, CONTRACTOR hereby assigns an amount equal to the delinquent taxes to the Travis County Tax Assessor-Collector for the payment of those taxes.

4.8 Disbursements to Persons with Outstanding Debt. In this section, "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the COUNTY. In accordance with Section 154.045 of the Texas Local Government Code, if notice of Debt has been filed with the County Auditor or County Treasurer evidencing the Debt of CONTRACTOR to the State, the County or a salary fund, a check or warrant may not be drawn on a COUNTY fund in favor of the CONTRACTOR, or an agent or assignee of CONTRACTOR until the County Treasurer notifies CONTRACTOR in writing that the Debt is outstanding; and the Debt is paid. COUNTY may apply any funds COUNTY owes CONTRACTOR to the outstanding balance of Debt if the notice made under this section includes a statement that the amount owed by the COUNTY to CONTRACTOR may be applied to reduce the outstanding Debt.

4.9 Period of Services. COUNTY shall not be liable for costs incurred or performances rendered by CONTRACTOR before or after the term of this Agreement.

4.10 Exemption from County Purchasing Act. Pursuant to Texas Local Government Code § 262 et seq., Commissioners Court hereby orders that this Agreement is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of personal or professional services.

5.0 RECORDS ACCESS

5.1 Records Maintenance. CONTRACTOR shall create, maintain, and retain, and shall make reasonably available to COUNTY, all necessary and appropriate records, information, and documentation (including all accounting records) relating to Services for three (3) years after the provision of the Services, or until any litigation concerning any of the Services has been satisfactorily resolved, whichever occurs later. CONTRACTOR shall provide copies of such records to COUNTY upon written request to CONTRACTOR at a cost mutually agreed to by COUNTY and CONTRACTOR

5.2 Access to Records. COUNTY or its duly authorized representatives shall have access to any and all records, information and documentation of CONTRACTOR, which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. CONTRACTOR shall maintain the records, information, and documentation in a readily available state and location, reasonably accessible to COUNTY or their authorized representatives.

6.0 AMENDMENTS MODIFICATIONS

6.1 General. Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be in writing and signed by each Party. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY COMMISSIONERS COURT.

6.2 Requests for Changes. CONTRACTOR shall submit all requests for changes to the terms of this Agreement or any attachment to it to the DIRECTOR with a copy to the Purchasing Agent.

6.3 Purchasing Agent Authority. CONTRACTOR understands and agrees that the Purchasing Agent has certain authority to approve an Amendment subject to applicable law and County policy, as approved by the Commissioners Court. Within that authority, the Purchasing Agent may approve Amendment requests under this Agreement. The Purchasing Agent will advise CONTRACTOR as to such authority upon submission of a request for Amendment; at any time, the Purchasing Agent may submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to sign the Amendment.

7.0 OTHER PROVISIONS:

7.1 INDEMNIFICATION. Subject to section 7.2 and to the extent allowed by the Texas Constitution and Texas law, CONTRACTOR SHALL INDEMNIFY COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES, AND BEAR THE RISK OF LOSS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE,

CAUSES OF AUCTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY CONTRACTOR, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY CONTRACTOR UNDER THIS CONTRACT.

7.2 CONTRACTOR shall not be liable to COUNTY or any of its officers, agents, or employees when the injury or damage to person or property is caused by the negligence of COUNTY, its officers, agents, employees or the negligence of a person or persons not under the supervision or control of CONTRACTOR.

7.3 Copyrights, Patents & Licenses. CONTRACTOR represents and warrants that (i) all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which may exist on materials used in this Agreement have been adhered to and (ii) COUNTY shall not be liable for any infringement of those rights and any rights granted to the COUNTY shall apply for the duration of this Agreement. To the extent allowed by the Texas Constitution and Texas law, CONTRACTOR shall indemnify COUNTY, its officers, agents, and employees and bear the risk of any loss from all claims, losses, damages, causes of action, and liability of every kind including expenses of litigation, court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses, or copyrights applicable to materials used in this Agreement.

7.4 Claims Notification. If any claim, or other action including proceedings before an administrative agency, is made or brought by a person, firm, corporation, or other entity against CONTRACTOR or COUNTY in relation to the performance of this Agreement, the Party against which it was made or brought shall give the other Party written notice of it in compliance with section 7.8 within three (3) working days after being notified of or the threat of it. Notice shall also include the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. Except as otherwise directed, CONTRACTOR shall furnish to COUNTY copies of all pertinent papers received by CONTRACTOR with respect to these claims or actions.

7.5 No provision of this Agreement may be interpreted to constitute a waiver of immunities or limits of liability granted to either Party under the Texas Constitution or Texas law, including the Tort Claims Act.

7.5 Non-Waiver of Default

7.5.1 No payment, act or omission by COUNTY may be construed as a waiver of any breach or default of CONTRACTOR which then exists or may subsequently exist.

7.5.2 All rights of COUNTY under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right of COUNTY under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy and any action taken in the exercise of any right or remedy shall not be deemed a waiver of any other rights or remedies.

7.6 Forfeiture of Contract If CONTRACTOR has done business with a Key Contracting Person during the 365 day period immediately prior to the date of execution of this Agreement or does business

with any Key Contracting Person at any time after the date of execution of this Agreement and prior to the full performance of this Agreement, CONTRACTOR shall forfeit all benefits of this Agreement and COUNTY shall retain all performance by CONTRACTOR and recover all considerations, or the value of all consideration, paid to CONTRACTOR pursuant to this Agreement

7.7 Entire Agreement

7.7.1 Entire Agreement. All written or oral agreements between the Parties to this Agreement related to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement or in the policies and procedures approved by Commissioners Court for County. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.

7.7.2 Attachments. The attachments below are hereby made a part of this Agreement, and constitute promised performances by CONTRACTOR in accordance with all the provisions of this Agreement.

- 7.7.2.1 Attachment A – Scope of Services
- 7.7.2.2 Attachment B – Fee Schedule
- 7.7.2.3 Attachment C – Insurance Requirements
- 7.7.2.4 Attachment D – Ethics Affidavit
- 7.7.2.5 Attachment E – List of Key Contracting Personnel

7.8 Notices:

7.8.1 Written Notice. Any notice required or permitted to be given under this Agreement by one Party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address specified in this section.

7.8.2 County Address. The address of County for all purposes under this Agreement is:

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

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

Casey Ping, Program Director *STAR Flight*
P.O. Box 1748
Austin, Texas 78767

7.8.3 Contractor Address. The address of CONTRACTOR for all purposes and notices under this Agreement is:

The University of Texas Southwestern Medical Center at Dallas
5323 Harry Hines Blvd.

Dallas, Texas 75390-9013
Attn: John A. Roan, Executive VP for Business Affairs

7.9 Change of Address. Each Party may change the address for notice to it by giving written notice of the change in compliance with Section 7.8. Any change in the address shall be reported within fifteen (15) days of the change.

7.10 Suspension. If CONTRACTOR fails to comply with any provision in this Agreement, COUNTY may, upon written notification to CONTRACTOR, suspend this Agreement in whole or in part and withhold further payments to CONTRACTOR, until CONTRACTOR is in compliance with the provisions of this Agreement or Agreement is terminated.

7.11 Dispute Resolution. The Purchasing Agent acts as the COUNTY representative in the issuance and administration of this contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Agent, or other authorized COUNTY person, in relation to disputes is void unless otherwise stated in this agreement. If the CONTRACTOR does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized COUNTY person, the CONTRACTOR must submit a written notice to the Purchasing Agent within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the CONTRACTOR's satisfaction, CONTRACTOR may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Agent, in the notice submitted within ten (10) calendar days after receipt of the unsatisfactory reply. CONTRACTOR then has the right to be heard by Commissioners Court.

7.12 Mediation. If the CONTRACTOR is not satisfied with the resolution of the dispute pursuant to paragraph 7.11, CONTRACTOR may notify the County Executive or the DIRECTOR, and, if mediation is acceptable to both Parties, 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 the Texas Civil Practice and Remedies Code, Section 154.023. 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 Texas Civil Practice and Remedies Code, Section 154.073, unless both Parties agree, in writing, to waive the confidentiality.

7.13 Cooperation and Coordination. CONTRACTOR shall cooperate and coordinate with COUNTY staff and other contractors as reasonable and necessary and as required by the DIRECTOR.

7.14 Independent Contractor. The status of CONTRACTOR and its employees performing Services under this Agreement is that of an independent contractor, operating solely in that capacity. Nothing in this Agreement may be construed to change that status. CONTRACTOR assumes all of the rights, obligations and liabilities applicable to it as an independent contractor. CONTRACTOR shall not be considered an employee of COUNTY, or gain any rights against COUNTY pursuant to the COUNTY'S personnel policies.

7.15 Governing Law. The validity of this Agreement and any of its provisions, as well as the rights and duties of the Parties under it, are governed by the applicable laws of the State of Texas and the United States of America, as well as rules, regulations and ordinances of County and the Rules and Regulation of the Board of Regents of the University of Texas.

7.16 Severability. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

7.17 Venue. All obligations under this Agreement shall be performable in Travis County, Texas. Venue for any litigation concerning this Agreement shall be Travis County.

7.18 Assignment. No Party may assign any of the rights or duties created by this Agreement without the prior written approval of the other Party. As a condition of COUNTY approval, CONTRACTOR shall remain liable for completion of Services if the assignee contractor defaults on the Services. It is acknowledged by CONTRACTOR that no officer, agent, employee or representative of COUNTY has any authority to assign any part of this Agreement unless expressly granted that specific authority by Commissioners Court. Neither the COUNTY nor the CONTRACTOR may sublet or transfer his interest in or obligations under this Agreement without the written consent of the other Party. Notwithstanding any other provision of this Agreement, this Agreement shall be binding upon and inure to the benefit of the COUNTY and the CONTRACTOR and their respective successors, executors, administrators, and assigns.

7.19 Performance of Other Services. As a part of this Agreement, it is understood that CONTRACTOR is free to provide services outside this Agreement as it sees fit at those times which CONTRACTOR is not obligated to COUNTY. It is also understood that COUNTY is free to have more than one contractor providing the type of services included in this Agreement.

7.20 Survival. Conditions and covenants of this Agreement which by their terms are performable after the termination, expiration, or end of the Agreement shall survive such termination, expiration, or end and remain fully performable.

7.21 Interpretational Guidelines

7.21.1 Computation of Time. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that COUNTY has declared a holiday for its employees, these days shall be omitted from the computation.

7.21.2 Number and Gender. Words of any gender in this Agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Agreement clearly requires otherwise.

7.21.3 Headings. The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

7.22 Conflict of Interest Questionnaire: If required by Chapter 176, Texas Local Government Code, the CONTRACTOR shall complete, file and update a Conflict of Interest Questionnaire in compliance with that chapter. The CONTRACTOR should note that the law requires the COUNTY to provide access to a filed Questionnaire on the official Travis County Internet website.

7.23 Debarment, Suspension etc.: In compliance with certification requirements under 15 CFR Part 26, "Government-wide Debarment and Suspension." To the best of its knowledge and belief, CONTRACTOR warrants and certifies that it and its principles:

7.23.1 are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

7.23.2 within three years before this Contract, have not been convicted of or had a civil judgment rendered against them for

7.23.2.1 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; or

7.23.2.2 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;

7.23.3 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 in 7.23.2 and

7.23.4 within three years before this Contract, have not had one or more public transactions (Federal, State or local) terminated for cause or default.

DRAFT

7.24 The person or persons signing this Agreement on behalf of CONTRACTOR, or representing themselves as signing this agreement on behalf of CONTRACTOR, do hereby warrant and guarantee that he, she or they have been duly authorized by CONTRACTOR to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR validly and legally to all terms, performances, and provisions in this Agreement.

DUPLICATE ORIGINALS

This Agreement will be executed in duplicate originals and be effective when executed by both Parties.

University of Texas
Southwestern Medical Center

Travis County


SHAWN COHEUR, DIRECTOR
OFFICE OF CONTRACTS MANAGEMENT

By: _____
Name and Title (Printed)

By: Samuel T. Biscoe
Travis County Judge

Date: 2/8/12

Date: _____

DRAFT

Approved as to legal Form B

Assistant County Attorney

Approved by Purchasing:

Cyd V. Grimes, C.P.M., CPPO

ATTACHMENT A

SCOPE OF SERVICES & PERFORMANCE MEASURES

EDUCATION / TRAINING SERVICES

The Services to be provided by CONTRACTOR include the following:

1. Review each nurse's Curriculum Vitae (CV) or resume for approval to go through this abbreviated course process;
2. Submit course to DSHS for approval;
3. Provide directed resources for independent study;
4. Review clinical rotations for compliance in this requirement;
5. On dates to be coordinated by both Parties, teach an on-site 3 day course at a COUNTY location which includes:
 - a. Review of content of course with emphasis on what nurses may not know;
 - b. About one component course (Introduction of Advanced Practice, Trauma Management, Cardiology, Medical Emergencies, Special Populations);
 - c. Provide classes to self-administer any related component exams (re-tests to be administered at UT Southwestern before final exam);
6. Provide a ½ day at UT Southwestern for nurses to take comprehensive final with the same pass criteria as paramedic students;
7. Review field evaluation materials for compliance in the requirements of a minimum of 72 hours and a minimum of 7 successful ALS team leads;
8. Provide class days at UT Southwestern for nurses to attend NREMT prep (X 2) if they choose to do so
9. Provide a day at UT Southwestern for NREMT testing for nurses;
10. Provide training equipment and facility for classes at UT Southwestern, when requested by COUNTY. COUNTY may only use equipment and facilities at UT Southwestern under UT Southwestern's supervision and all equipment shall remain on UT Southwestern's campus.

ATTACHMENT B
FEE SCHEDULE

EDUCATION AND TRAINING SERVICES

In consideration of full and satisfactory performance of the Services, Travis County shall pay Contractor at the following rates:

Item No.	Item Description	Unit	Cost
1	For teaching a 3-day course at UT Southwestern	Per Course	\$2500
2	As reimbursement for Course approval application for DSHS	Per Application	\$60
3	NREMT Skill Testing	Per Nurse	\$200
4	NREMT Preparation Days	Per Nurse / Per Day	\$100
5	For teaching a 3-day course at County site	Per Course	\$2500 Plus reimbursement as describe below

DRAFT

If courses are taught at County site, COUNTY shall reimburse CONTRACTOR without mark-up for reasonable expenses (including meals, lodging, and mileage) validly incurred directly and solely in support of the Services subject to the current Travel Reimbursement Rates promulgated by the Comptroller of Public Accounts for the State of Texas at <https://fm.x.cpa.state.tx.us/fm/travel/travelrates.php> with regard to meals, lodging, mileage, and all other expenses related to travel. As a condition precedent to receiving reimbursement for expenses and disbursements, CONTRACTOR shall submit receipts, invoices, and other documentation to COUNTY as reasonably required by COUNTY.



Travis County Commissioners Court Agenda Request

Meeting Date: March 6, 2012

Prepared By/Phone Number: Lori Clyde/854-4205

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

➤ **Agenda Language:**

A) Approve the TechShare Resource Sharing Addendum to the Conference of Urban Counties Interlocal Agreement for the Common Integrated Justice System (CIJS), Odyssey Court Administration System and Optional Modules; and

B) Approve the Software as a Service and Professional Services Agreement for the Purchase of the Odyssey Case Management System from Tyler Technologies, Inc.

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

In December 2004, Commissioners Court approved the Interlocal Agreement for Participation in the Urban Counties TechShare Program with the CUC.

In May 2010, the Commissioners Court directed the Justices of the Peace to research alternative case management software. After reviewing the software in use by counties of similar size and operations, the Odyssey case management software was recommended as the best solution.

In April 2011, 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 was the traditional purchase of the software licenses where 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 the 1) capital investment in servers, 2) operational costs, and 3) labor costs associated with maintaining the system.

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.

In August 2011, Commissioners Court approved entering into negotiations to purchase the “Software as a Service” option of Odyssey.

At this time, ITS recommends approving the TechShare Resource Sharing Addendum, to the CUC ILA for the Common Integrated Justice System (CIJS), Odyssey Court Administration System and Optional Modules which includes the Software as a Service and Professional Services Agreement for the Purchase of the Odyssey Case Management System from Tyler Technologies, Inc. This will result in two contracts: 1) with the CUC for the Software as a Service fee, Quality Assurance and Data Conversion Support for the Odyssey Software and 2) with Tyler Technologies for the professional services and implementation costs. The cost for the first fifteen (15) months is \$1,910,678 of which \$584,694 is for FY12.

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

➤ **Contract-Related Information:**

Award Amount: \$1,910,678 of which \$584,694 is for FY12

Contract Type: Software as a Service and Professional Services Agreement

Contract Period: April 1, 2012 – March 31, 2015

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments: This is being procured through the CUC TechShare Agreement

➤ **Funding Information:**

Purchase Requisition in H.T.E.: 552384 and 553121

Funding Account(s): The funds for this project are currently in line item 001-9800-981-9840. This reserve line item was set up by PBO as part of the FY12 budget process in anticipation of this project. ITS has submitted a budget amendment request to PBO to move \$584,694 which is the amount anticipated for FY12 to line item 001-1243-523-6099.

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.

PURCHASE REQUISITION NBR: 0000553122

REQUISITION BY: SHERYL HOLDER 854=1922

STATUS: INSUFFICIENT FUNDS
REASON: NEW CASE MANAGEMENT SYSTEM

DATE: 2/16/12

SHIP TO LOCATION: TRAVIS COUNTY - ITS

SUGGESTED VENDOR: TYLER TECHNOLOGIES

DELIVER BY DATE: 9/30/12

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	PROJECT MANAGEMENT AND IMPLEMENTATION SERVICES COMMODITY: CONSULTING SERVICES SUBCOMMOD: COMPUTER - SOFTWARE	1.00	EA	309463.0000	309463.00	
2	TRAVEL COMMODITY: PROFESSIONAL DEVELOPEMENT SUBCOMMOD: CONTRACTOR TRAVEL/LIVING	1.00	DOL	56744.0000	56744.00	
3	IMPLEMENTATION SERVICES CONTINGENCY COMMODITY: CONSULTING SERVICES SUBCOMMOD: COMPUTER - SOFTWARE	1.00	DOL	46419.0000	46419.00	
REQUISITION TOTAL:					412626.00	

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00112435234007	PROFESSIONAL SERVICES CONSULTING	100.00	309463.00
2	00112435236503	PROFESSIONAL DEVELOPMENT TRAVEL, MEALS, LODGING	100.00	56744.00
3	00112435234007	PROFESSIONAL SERVICES CONSULTING	100.00	46419.00
				412626.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

PURCHASE REQUISITION NBR: 0000553121

REQUISITION BY: SHERYL HOLDER 854-1922

STATUS: INSUFFICIENT FUNDS
REASON: NEW CASE MANAGEMENT SYSTEM

DATE: 2/16/12

SHIP TO LOCATION: TRAVIS COUNTY - ITS

SUGGESTED VENDOR: CONFERENCE OF URBAN COUNTIES

DELIVER BY DATE: 9/30/12

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	QUALITY ASSURANCE COMMODITY: CONSULTING SERVICES SUBCOMMOD: COMPUTER - SOFTWARE	1.00	EA	12993.0000	12993.00	
2	DATA CONVERSION COMMODITY: CONSULTING SERVICES SUBCOMMOD: COMPUTER - SOFTWARE	1.00	EA	108000.0000	108000.00	
3	SAAS FEE COMMODITY: DP PROC/COMP/SOFTWARE SVC SUBCOMMOD: ACCESS SERVICES, DATA	1.00	EA	51075.0000	51075.00	
REQUISITION TOTAL:					172068.00	

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00112435234007	PROFESSIONAL SERVICES CONSULTING	100.00	12993.00
2	00112435234007	PROFESSIONAL SERVICES CONSULTING	100.00	108000.00
3	00112435236099	OTHER PURCHASED SERVICES OTHER PURCHASED SERVICES	100.00	51075.00
				172068.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

**TECHSHARE RESOURCE SHARING ADDENDUM
COMMON INTEGRATED JUSTICE SYSTEM (CIJS)
ODYSSEY COURT ADMINISTRATION SYSTEM AND OPTIONAL MODULES
March 1, 2012 - December 31, 2013**

**I.
PURPOSE**

This is an Addendum to the Interlocal Agreement for Participation in the Urban Counties Techshare Program (“**ILA**”), to which the undersigned County is a signatory. It is entered into by and between the County and the Texas Conference of Urban Counties (“**Urban Counties**”), all of whom may be collectively referred to as “**Parties.**”

Through approval and execution of this Addendum and Attachments, and subject to all the terms and conditions of the Software as a Service and Professional Services Agreement (“**SaaS Agreement**”), the County shall be granted use of the Odyssey Court Administration System and the Optional Modules more specifically identified in Attachment A, Financial Plan.

In the event any provision of this Addendum is in direct conflict or inconsistent with a provision of the ILA, the provision in this Addendum controls.

**II.
TERM AND TERMINATION**

This Addendum shall be in effect from the date it is approved by the County’s Commissioners Court through December 31, 2013.

This Addendum may be terminated by the County by providing written notice of termination to the Urban Counties at least thirty (30) days in advance of the proposed termination date.

The Parties acknowledge and agree that in the event the County terminates this Addendum, the County shall not be entitled to reimbursement of fees previously paid by the County and shall not be eligible to participate on the CIJS Oversight Board. Upon termination, if the County has paid in full the annual SaaS Fees, the County shall have the right to continue to use the software through the expiration of this Addendum.

III.

RESOURCE SHARING ADDENDUM ATTACHMENTS

The following Attachments set forth the terms and conditions whereby participating counties may acquire a through the Urban Counties a right to use the Odyssey Court Administration System and the Optional Modules. By approval and execution of this Addendum and Attachment B (Software as a Service and Professional Services Agreement), the County shall have a right to use the Odyssey Court Administration System including implementation, training, maintenance services, and Enterprise Modifications.

The ILA, Addendum and the following Attachments constitute the entire agreement between the Parties and the entire agreement between the Urban Counties and Tyler Technologies with respect to the County's use of the Odyssey Court Administration System and the Optional Modules. .

A. Financial Plan

Attachment A is the Financial Plan that sets forth the costs to the County associated with sharing the Odyssey Court Administration System and the Optional Modules through December 31, 2013. The County, by approval and execution of this Addendum, shall be responsible for the payment of these costs to the Urban Counties pursuant to Section V of this Addendum. As additional counties join, the County's Financial Plan may be adjusted to reflect decreases in costs without further action of the County.

B. Software as a Service and Professional Services Agreement

Attachment B is the Software as a Service and Professional Services Agreement through which the County shall have all the rights and benefits of, and be subject to all obligations as set forth in the CUC Master Agreement.

The Parties acknowledge and agree that any and all rights to share the Odyssey Court Administration System provided in this Addendum and the CUC Master Agreement shall not be effective until and unless the County executes the Software as a Service and Professional Services Agreement.

C. Texas Conference of Urban Counties Master Agreement

Attachment C is the CUC Master Agreement, executed between the Urban Counties and Tyler Technologies on September 8, 2009, as amended by Amendment No. 1 and Amendment No. 2, which sets forth the terms and conditions whereby the Urban Counties shall offer support services for the Odyssey Court Administration System and the Optional Modules to member counties. As a Participating Member, the County is entitled to identify and request development of Enterprise Modifications to improve the Odyssey Court Administration System.

IV.
REIMBURSEMENT OF SHARED COSTS

The County may be eligible for reimbursement of a portion of its payments for Enterprise Modifications as additional counties participate in sharing the Court Administration System. The County may be eligible for reimbursement after Tyler Technologies has been paid in full for Enterprise Modifications. A portion of the Enterprise Modification fees collected by the Urban Counties from additional counties in excess of the Enterprise Modification fees paid to Tyler Technologies shall be remitted to the County as reimbursement. The reimbursement amount shall be in proportion to the County's share of the total amount of Enterprise Modification fees paid by all participating counties.

V.
PAYMENT OF SHARED COSTS

The County shall pay its portion of the resource costs as specified in Attachment A, Financial Plan. The Urban Counties will send invoices to the County in accordance with the payment schedule set forth in the Financial Plan. The County shall pay its portion of the resource costs no later than forty five (45) days after each invoice is submitted by the Urban Counties.

The County acknowledges and agrees that any and all rights to use the Odyssey Court Administration System provided in this Addendum and the SaaS Agreement may be subject to termination for failure to timely pay SaaS Fees.

In the event this Addendum is terminated for failure to timely pay resource costs, the County shall no longer be entitled to representation on the Oversight Board, and reimbursements of shared costs.

VI.
CIJS PHASE IV RESOURCE OVERSIGHT BOARD

Notwithstanding Article VI (c) of the ILA, the Resource Oversight Board shall consist of one representative from each of the participating counties.

VII
AMENDMENT

This Addendum may not be amended except in a written instrument specifically referring to this Addendum and signed by the Parties hereto.

COUNTY OF TRAVIS

BY: _____

Title: County Judge

Date: _____

APPROVED AS TO FORM:

By: _____

Title: _____

Date: _____

TEXAS CONFERENCE OF URBAN COUNTIES (as contract administrator)

BY: _____

Title: Executive Director

Date: _____

Attachment A – Financial Plan - Summary by Fiscal Year

Travis County - February 24, 2012		Common Integrated Justice System				
		FY 12		FY 13		Total
			Payment Terms		Payment Terms	
Services Costs and Expenses To Be Paid to Tyler Technologies by Travis County						
Professional Services	Project Management and Implementation Services	\$ 309,463	As described in Attachment B, Software as a Service and Professional Services Agreement	\$ 708,902	As described in Attachment B, Software as a Service and Professional Services Agreement	\$ 1,018,365
Travel Expenses	Reimbursement of Travel Expenses as per Travis County Travel Policies	\$ 56,744		\$ 104,897		\$ 161,641
Resource Costs To Be Paid to Urban Counties by Travis County						
Odyssey SaaS User Fees	Odyssey Case Manager - JP Courts	\$ 51,075.00	Paid Annually in advance with first payment expected in April 2012.	\$ 194,287.50	Paid Annually in advance with payment expected in April 2013.	\$ 245,363
	Odyssey Financial Manager					
SaaS User Fees for FY 13 include \$52,987.50 per quarter for use of the software after the implementation project is completed (1 additional quarters).	Document Management					
	Enterprise DMS Single Document Scan/Attach					
	Remote Doc Store					
	Public Access - Basic					
	Texas Reporting:					
	JP Omnibase					
	JP Electronic Disposition					
	ePayments (software only)					
CUC Texas County Mods	Texas County Enterprise Mods					
	Travis County Cost		Paid Quarterly in advance with first payment expected in April 2012.	\$ 57,072	Paid Quarterly in advance with first payment expected in October 2012.	\$ 57,072
CUC Oversight and Services	Quality Assurance	\$ 12,993		\$ 19,490		\$ 32,483
	Data Conversion Support	\$ 108,000		\$ 135,000		\$ 243,000
Recommended Contingency (unobligated)	Contingency (15% of Implementation Services)	\$ 46,419		\$ 106,335		\$ 152,755
Totals by Fiscal Year	(Includes Contingency and SaaS Service Fees for all of FY 13)	\$ 584,694		\$ 1,325,983		\$ 1,910,678

Attachment A – Financial Plan - Project Summary

Fiscal Year:	Fiscal Year 2012				Fiscal Year 2013								
Estimated Hours and Dollars by Project	Quarter:	Q1 - Hrs	Q1 - \$	Q2 - Hrs	Q2 - \$	Q3 - Hrs	Q3 - \$	Q4 - Hrs	Q4 - \$	Q5 - Hrs	Q5 - \$	Total Hours	Total Cost
Project Management		403.20	64,512	403.20	64,512	403.20	64,512	403.20	64,512	403.20	64,512	2,016	322,560
P1 - Data Conversion		225.00	33,525	331.00	49,319	300.00	44,700		-		-	856	127,544
P1 - Setup & Config				200.00	29,800	150.00	22,350	125.00	18,625		-	475	70,775
P1 - Initial Training			-		-	160.00	22,080		-		-	160	22,080
P1 - Go-Live Assistance			-		-	200.00	27,600		-		-	200	27,600
P1 - Follow-up Training			-		-	40.00	5,520		-		-	40	5,520
P1 - Custom Development				50.00	7,450	100.00	14,900	100.00	14,900		-	250	37,250
P2 - Data Conversion			-	75.00	11,175	100.00	14,900	97.00	14,453		-	272	40,528
P2 - Setup & Config			-	80.00	11,920	120.00	17,880	100.00	14,900		-	300	44,700
P2 - Initial Training			-		-		-	240.00	33,120		-	240	33,120
P2 - Go-Live Assistance			-		-		-	480.00	66,240		-	480	66,240
P2 - Follow-up Training			-		-		-		-	80.00	11,040	80	11,040
P2 - Custom Development			-		-		-		-		-	-	-
P3 - Data Conversion			-	150.00	22,350	250.00	37,250	200.00	29,800	172.00	25,628	772	115,028
P3 - Setup & Config			-	100.00	14,900	100.00	14,900	100.00	14,900		-	300	44,700
P3 - Initial Training			-		-		-		-	120.00	16,560	120	16,560
P3 - Go-Live Assistance			-		-		-		-	200.00	27,600	200	27,600
P3 - Follow-up Training			-		-		-		-	40.00	5,520	40	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
Tyler Travel Expenses (Estimated)			22,777		33,967		44,640		36,130		24,127		\$ 161,641
Recommended Unobligated Contingency:			14,706		31,714		42,989		40,718		22,629		\$ 152,755
Items below paid to Urban Counties													
Odyssey Online User Fees			\$ 51,075.00								\$ 194,287.50		\$ 245,363
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 Project - 15 months			\$ 247,091		\$ 337,603		\$ 463,253		\$ 408,794		\$ 453,936		\$ 1,910,678

Attachment A – Financial Plan - Notes

Payment terms for professional services are described in Attachment B, Software as a Service and Professional Services Agreement.

Payment terms for reimbursements to Tyler Technologies for travel expenses are described in Attachment B, Software as a Service and Professional Services Agreement.

Urban Counties will invoice Travis County quarterly, in the first month of each quarter, for the following items to be paid to and through the Urban Counties including Urban Counties Quality Assurance (QA) Oversight; and Urban Counties Conversion Support.

Urban Counties Enterprise Modifications (Mods) for the Justice of the Peace (JP) Courts will be invoiced in two equal payments in October 2012 and April 2013.

Urban Counties will invoice Travis County annually, in April 2012 and April 2013 for Odyssey On-Line User Fees in the amounts designated in the Financial Plan.

Urban Counties will provide Quality Assurance (QA) Oversight Services for the duration of the project.

Services will include:

- weekly participation in Travis County project status meetings,
- monthly participation in Travis County project oversight meetings,
- monthly email report on project observations and issues, and
- advice and assistance on the tasks, activities and decisions required to help assure the completion as planned.

Urban Counties will provide, on county request, data conversion assistance services through an existing contract between the Urban Counties and specialists in the conversion of justice of the peace information from legacy systems to the Odyssey database structure. Urban Counties will bill for these services only when the county has determined that the services will be required and only to the extent necessary to complete the services in accordance with the project plan. The county will have the opportunity to review a contract with a third party specialist and determine the appropriate number of hours required for this service before the Urban Counties executes such contract for the benefit of the county.

**Attachment B – Software as a Service and Professional Services Agreement
(attached)**

**Attachment C – Texas Conference of Urban Counties Master Agreement
(attached)**

CUC MASTER AGREEMENT

This Master Agreement (this "Agreement") is made and entered into as of September 8, 2009 (the "Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), with its principal place of business located at 6500 International Parkway, Suite 2000, Plano, Texas 75093, and the Texas Conference of Urban Counties, Inc., a Texas corporation (the "CUC"), with its principal place of business located at 500 W. 13th Street, Austin, Texas 78701.

Background

WHEREAS, Tyler is the owner of certain proprietary judicial administration software, including the intellectual property rights thereto (as more particularly defined below);

WHEREAS, the CUC is an organization comprised of member counties in the State of Texas responsible for providing technical guidance and leadership, including the standardization and improvement of technology; and

WHEREAS, Tyler desires to engage the CUC, and the CUC desires to be so engaged, to perform certain marketing and other activities, all on the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, the parties agree as follows:

1. DEFINITIONS

1.1 Agreement means this Master Agreement, including all exhibits attached hereto and to be attached throughout the term of this Agreement, all of which are incorporated by reference herein.

1.2 Budget Proposal means the proposal developed by Tyler for a County interested in becoming an End User, which shall include an outline of the estimated Project costs, the scope of the Project, the assumptions made by Tyler associated with such costs, the County staffing expectations for the implementation of the Project, the estimated project start date and duration, and the estimated cost for completion of the Implementation Plan.

1.3 Claims mean any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses, including reasonable attorneys' fees and expenses.

1.4 County means, as applicable, a Member County or a Non-Member County.

1.5 Court Admin System means a common integrated court administration system, which includes (a)(i) the Current Production Software Version plus Prosecutor, or (ii) the Individual Case Types, as applicable, plus (b) Enterprise Modifications.

- 1.6 CUC means the Texas Conference of Urban Counties, Inc.
- 1.7 CUC Technical Committee means the committee of individuals identified in writing from time to time by the CUC that will perform the functions set forth in Section 5.
- 1.8 Current Production Software Version means the most recent production version of Tyler's court management system that is then running on Tyler's client sites as of the relevant date.
- 1.9 Discounted License Fee means the license fee applicable to each Member County that executes an End User License Agreement prior to December 31, 2010 as set forth on the Discounted Member County Price List.
- 1.10 Discounted Member County Price List means the discounted license fees price list for each Member County as set forth on Exhibit A, which shall be in effect until December 31, 2010.
- 1.11 Documentation means the user's manuals and any other materials in any form or media provided by Tyler to the users of the Judicial Software for the users' respective operation of the Judicial Software in accordance with this Agreement.
- 1.12 Effective Date means the date set forth in the first paragraph of the Agreement.
- 1.13 End User means a County that acquires the rights to the Products pursuant to the applicable End User License Agreement.
- 1.14 End User License Agreement means Tyler's standard Software License and Professional Services Agreement, which is attached hereto as Exhibit D.
- 1.15 Enterprise License Fee means the license fee applicable to each County as set forth on the Enterprise Price List.
- 1.16 Enterprise Modifications means the list of functions to be designated by the CUC Technical Committee as an Enterprise Modification pursuant to this Agreement.
- 1.17 Enterprise Price List means the Enterprise License Fees set forth on Exhibit A for (a) each Member County that executes an End User License Agreement after December 31, 2010 and prior to the end of the Term, and (b) each Non-Member County that executes an End User License Agreement prior to the end of the Term.
- 1.18 Implementation Plan means the Implementation Plan to be developed between Tyler and each End User upon such End User executing a Plan Request. The Implementation Plan shall provide for timetables, milestones, Deliverables, and fees and expenses for, among other things, (a) the development of Local Modifications for the End User, (b) the delivery and installation of the applicable Products for the End User, (c) the training of End User personnel, (d) the staffing plan for the implementation of the Project, and (e) a scheduled timetable for periodic update reporting on the status of the project by

parties to the respective End User's Commissioners Court. The Implementation Plan will be incorporated into each respective End User License Agreement.

1.19 Individual Case Type means each of (a) District Clerk Civil / Family, (b) County Clerk Civil / Probate, (c) Criminal (District and County), and (d) Justice of the Peace.

1.20 Individual Case Type License Fee means the license fees associated with licensing Individual Case Types only, which shall equal the following percentages of the Enterprise Price List for each Individual Case Type: (a) District Clerk Civil / Family – 25% of the Enterprise License Fee; (b) County Clerk Civil / Probate – 25% of the Enterprise License Fee; (c) Criminal (District and County) – 50% of the Enterprise License Fee; and (d) Justice of the Peace – 30% of the Enterprise License Fee.

1.21 Judicial Software means: (a) the Court Admin System; (b) Embedded Third party Software; (c) Enterprise Modifications; (d) Local Modifications; and (e) Tyler Modifications.

1.22 Local Modifications means the list of functions designated by an End User and set forth in an Implementation Plan to be developed by Tyler and implemented into the Court Admin System for the respective End User.

1.23 Member Counties means the Texas counties that are members in good standing of the CUC.

1.24 Non-Member County means a county in the State of Texas other than the Member Counties.

1.25 Optional Software means the most recent production version of Tyler's software applications and modules (including, without limitation, Jail Manager, Law Enforcement, Check Manager, Jury, and Supervision, and certain add-on features) identified on the Optional Software Price List, and includes the functionality, modifications, and modules set forth on an Optional Software Participation Agreement, and which may be amended by Tyler from time to time.

1.26 Optional Software End User means an End User that executes an Optional Software License Agreement.

1.27 Optional Software License Fee means the license fee for each Optional Software application set forth on the Optional Software Price List.

1.28 Optional Software License Agreement means Tyler's standard license agreement required to be executed by an End User in order for that County to become an Optional Software End User and obtain a license for the Optional Software identified therein.

1.29 Optional Software Price List means the then current license fees and maintenance fees associated with each Optional Software application. A copy of the license fees and maintenance fees for the Optional Software as of the date of this Agreement is set forth on Exhibit B, which is attached hereto and incorporated by reference herein. The

Optional Software Price List may be changed by Tyler from time to time and without notice to reflect Tyler's then current market rates.

1.30 Plan Request means written notice issued from a County to Tyler requesting that Tyler prepare an Implementation Plan at the County's expense and consistent with the Budget Proposal.

1.31 Price List means the Discounted Member County Price List, the Enterprise Price List, each as set forth in Exhibit A, and the Optional Software Price List, as set forth in Exhibit B.

1.32 Products mean, as applicable, the Judicial Software, Individual Case Types, and Optional Software.

1.33 Project means the development, delivery, installation, testing, and license of the Products and the performance of all services to be provided by Tyler in accordance with the provisions of an End User License Agreement.

1.34 Standard Maintenance Agreement means Tyler's standard maintenance and support services agreement to be executed by Tyler and each End User, the form of which is attached hereto as Exhibit D.

1.35 Territory means the State of Texas.

1.36 Tier 1 Support means support services including (a) defect remediation; (b) help desk user support; (c) server/system support; and (d) desktop support for help desk users.

1.37 Tier 2 Support means support services including defect remediation by Tyler after initial troubleshooting by county technical staff.

1.38 Tyler means Tyler Technologies, Inc., a Delaware corporation.

1.39 Tyler Confidential Information means all information in any form relating to, used in, or arising out of the Tyler's operations and held by, owned, licensed, or otherwise possessed by Tyler (whether held by, owned, licensed, possessed or otherwise existing in, on, or about Tyler's premises or the CUC's offices, residence(s), or facilities and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to Tyler's inventions, ideas, creations, works of authorship, works of visual art, business documents, operations, manuals, performance manuals, operating data, projections, bulletins, supplier and customer lists, strategic planning data, financial planning data, designs, logos, motifs, test results, product or service literature, product or service concepts, process data, specification data, know how, show how, software, databases, release notes, database layouts, algorithms, techniques, processes, and systems designs. Tyler Confidential Information does not include information that (a) becomes public other than as a result of a disclosure by the CUC in breach hereof, (b) becomes available to the CUC on a non-confidential basis from a source other than Tyler,

which is not prohibited from disclosing such information to the CUC by obligation to Tyler, (c) is known by the CUC prior to its receipt from Tyler without any obligation of confidentiality with respect thereto, or (d) is developed by the CUC independently of any disclosures made by Tyler to the CUC of such information.

1.40 Term has the meaning set forth in Section 13.1.

2. APPOINTMENT OF CUC

Tyler hereby grants to the CUC a non-exclusive, non-transferable license as a reseller to market the Products to Counties located in the Territory, subject to the terms of this Agreement.

3. CUC RESPONSIBILITIES

3.1 Products. The CUC agrees to market licenses for the Products to Counties in accordance with the terms of this Agreement and as follows:

(a) with respect to the Judicial Software:

(i) to Member Counties that execute a Plan Request: (A) prior to December 31, 2010 in consideration for the applicable Discounted Member County License Fee; and (B) after December 31, 2010 in consideration for the applicable Enterprise License Fee; and

(ii) to Non-Member Counties that execute a Plan Request in consideration for the applicable Enterprise License Fee;

(b) with respect to Individual Case Types, to Counties that execute a Plan Request in consideration for the Individual Case Type License Fees; and

(c) with respect to Optional Software, to Counties that execute a Plan Request in consideration for the Optional Software License Fee.

3.2 Assistance and Cooperation. After identifying potential End Users, the CUC shall reasonably assist Tyler in coordinating meetings and other activities leading up to Proposal Requests.

3.3 Preserving Tyler Goodwill. The CUC shall conduct its business so as to maintain the goodwill and reputation of Tyler and the Products.

3.4 End User License Agreements. The CUC shall ensure that all End User License Agreements are properly executed by End Users, shall collect all license fees associated with such End User License Agreements, and shall promptly deliver to Tyler all such license fees in accordance with the terms of such End User License Agreements, which shall include the following payment provisions:

(a) sixty percent (60%) of the applicable license fee shall be due and payable by the End User upon the End User executing an End User License Agreement;

(b) the remaining forty percent (40%) of the applicable license fee shall be due and payable by the End User upon Operational Use (as that term is defined in the End User License Agreement) of all or part of the Judicial Software.

3.5 Maintenance and Support. The CUC shall have no obligation with respect to maintenance and support services for the Products (including, without limitation, the collection of maintenance and support fees), which services and fees shall be governed by the terms and conditions of Tyler's Standard Maintenance Agreement to be executed between Tyler and the End User.

3.6 Compliance. In performing its duties hereunder, the CUC shall comply with all federal, state, and local laws, regulations, and ordinances.

3.7 Expenses. The CUC shall be responsible for all expenses incurred by the CUC in the performance of its duties hereunder.

3.8 CUC Technical Committee. The CUC shall designate a technical committee (the "CUC Technical Committee"), which shall serve as an intermediary and services aggregator for End Users and perform such other functions as described in Section 5.

3.9 Negative Covenants. Notwithstanding anything herein to the contrary, the CUC shall not, without the prior written approval of Tyler:

(a) offer discounts for Tyler products or services other than those set forth in this Agreement without Tyler's prior written consent;

(b) waive, alter, or change any provision of an End User License Agreement or Standard Maintenance Agreement;

(c) make any representation or warranty about the Products other than as presented in Tyler's written materials;

(d) modify or extend the amount of or time for the payment of any charge or fee under any End User License Agreement or Standard Maintenance Agreement;
or

(e) incur any expense or obligation in the name of Tyler, other than as provided in this Agreement.

4. TYLER RESPONSIBILITIES

4.1 Budget Proposals. Upon the CUC identifying a County to Tyler as a potential End User, Tyler shall meet with the County and the CUC, at no cost, to prepare and issue a Budget Proposal, which shall occur within sixty (60) days of the date Tyler is notified by the

CUC. Tyler shall negotiate in good faith any such Budget Proposal with the applicable County. A Budget Proposal shall be in effect for ninety (90) days unless otherwise agreed to in writing by Tyler, at which time it shall expire unless the County issues to Tyler a Plan Request and executes an End User License Agreement. Any End User License Agreement executed under this Section 4.1 shall authorize Tyler to develop an Implementation Plan as set forth in Section 4.2, after which the applicable County will issue either a Notice to Proceed or a Termination Notice.

4.2 Plan Requests. Within ninety (90) days of its receipt of a Plan Request and executed End User License Agreement, Tyler shall, at the County's expense, develop an Implementation Plan. The terms of the Implementation Plan shall be in effect for ninety (90) days unless otherwise agreed to in writing by Tyler, at which time it shall expire unless the County executes a Notice to Proceed incorporating the Implementation Plan. If the Implementation Plan expires, the County shall pay Tyler the costs and expenses incurred by Tyler in preparing the Implementation Plan.

4.3 Development and Delivery of Products. Tyler shall use commercially reasonable efforts to (i) develop, deliver, install, verify, and test the Products for the End User, (ii) provide Documentation and other materials to the End User, and (iii) perform such modifications, conversion, training, and other services to the End User, all in accordance with the terms and conditions of the applicable End User License Agreement.

4.4 Maintenance and Support. Tyler shall be responsible for obtaining from each End User an executed Standard Maintenance Agreement, which shall provide each End User with the option to elect for either "Tier 1 Support" or "Tier 2 Support", the pricing of which shall be set forth in the Budget Proposal. Tyler shall use commercially reasonable efforts to provide maintenance and support services to the End User pursuant to the terms of the Standard Maintenance Agreement, and the CUC shall be responsible for collecting all maintenance and support fees pursuant thereto in accordance with Section 6.4 .

4.5 Compliance. Tyler shall comply with all federal, state, and local laws, regulations, and ordinances.

4.6 Service Rates. Tyler shall publish and provide to the CUC and End Users an annual price list ("Exhibit C") for its hourly time and materials service rates, which shall be in effect for the then current calendar year.

4.7 CUC Trade Name. Notwithstanding anything herein to the contrary, Tyler shall not use any name, trademark, or trade name of the CUC, directly or indirectly, whether in connection with advertising or otherwise, without the prior signed, written consent of the CUC as to each circumstance and occasion of use. Tyler shall not claim that the CUC endorses its products or services without the prior signed, written consent of the CUC. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Tyler individually or jointly with others, or any subcontractors, with respect to this agreement or any services or Deliverables provided herein.

5. ADDITIONAL RESPONSIBILITIES AND COVENANTS

5.1 CUC as End User Services Aggregator for Enterprise Modifications. The CUC, as a representative of Member Counties, shall manage the relationship of End Users and shall have the authority to represent the End Users collectively for the purpose of identifying and requesting the development of Enterprise Modifications on behalf of the End Users in consideration for the payment of the Enterprise Modification fee as more particularly set forth in this Section 5.1.

(a) After the execution of this Agreement, Tyler agrees to work in good faith with the CUC Technical Committee for the purposes of collecting and analyzing sufficient data to further refine and define in detail additional Enterprise Modifications. After the parties collect and analyze sufficient data to adequately identify and define in detail the scope of any Enterprise Modification, Tyler shall then discuss with the CUC Technical Committee the specifications, conduct a detailed analysis with respect to the Enterprise Modifications, and present to the CUC Technical Committee a detailed written report with respect to the findings of such analysis. For each Enterprise Modification authorized by the CUC Technical Committee pursuant to a signed writing, Tyler shall prepare a CPD document, at the CUC's expense, and deliver it to the CUC Technical Committee for inspection and approval. Upon approval by the CUC Technical Committee, Tyler shall develop and implement the Enterprise Modifications into the Court Admin System on an hourly basis in accordance with the timetable set forth in the applicable CPD document. In no event shall Tyler be responsible to the CUC for delays attributable to the CUC's failure to timely inspect and approve a CPD Document. Tyler shall perform its functions hereunder, and shall invoice the CUC, on an hourly basis.

(b) Upon delivery, installation, and diagnostic testing of Enterprise Modifications to the CUC Technical Committee, and regardless of whether or not the CUC supplies any test scripts, Tyler shall perform its standard test procedures set forth in the applicable CPD document and shall certify to the CUC Technical Committee that the Enterprise Modifications in each applicable phase is operating in accordance with the specifications and shall demonstrate such successful operation to the CUC Technical Committee (the "Verification Procedure"). Any defect to an Enterprise Modification that is revealed during the Verification Procedure shall be promptly corrected by Tyler, and appropriate documentation for such correction shall be produced and delivered to the CUC Technical Committee within thirty (30) days of such correction. The CUC Technical Committee, in its sole and absolute discretion, may monitor the Verification Procedure. As part of the Verification Procedure, the CUC Technical Committee may, but is not required to, submit to Tyler functional test scripts for each Enterprise Modification, which test scripts will be consistent with the CPD document and will be used by the CUC Technical Committee for purposes of verification testing of the Enterprise Modification. Tyler shall provide to the CUC Technical Committee for its internal use a Test Script Sample Set containing test scripts that the CUC Technical Committee may use as examples for the development of its test scripts. The parties must agree on the specifics of any supplied test scripts in order for the test scripts to become a part of the Verification Procedures. The parties will promptly, but in any event not less than five Business Days, meet in good

faith to resolve any issues or disagreements associated with each test script supplied by the CUC Technical Committee. The CUC Technical Committee or End User supplied test scripts, if any, will be in addition to Tyler's Verification Procedures. Upon completion of the Verification Procedure, the Enterprise Modifications shall be deemed part of the Judicial Software subject to the End User License Agreements.

(c) Enterprise Modifications shall be performed by Tyler at its then current published rates; provided, however, that the CUC shall have the option to purchase, in advance, and on behalf of the End Users 1,000-hour individual blocks of service hours at a discount of 15% off the then current published rates. In no event, however, shall the CUC purchase more than five (5) discounted 1,000-hour blocks in any given calendar year. The CUC may exercise this option by providing Tyler with written notice of its intent to do so, along with an appropriate purchase requisition.

(d) The CUC shall have the option to require Tyler to provide a full-time, dedicated employee to serve as the Enterprise Modification coordinator for a six-month period for \$90,000, which shall be due and payable in advance. The CUC may exercise this option by providing Tyler with written notice of its intent to do so, along with an appropriate purchase requisition.

(e) Once the CUC collects and remits to Tyler \$2 million in license fees pursuant to this Agreement, then for each \$1 million of additional license fees collected and paid to Tyler by the CUC under this Agreement, the CUC shall have the option to purchase, in advance, on behalf of the End Users one (1) 500-hour block of services hours at a rate of \$85 per hour. The CUC may exercise this option by providing Tyler with written notice of its intent to do so, along with an appropriate purchase requisition.

5.2 Multi-Jurisdictional Software. Upon the written request of the CUC, Tyler shall meet with the CUC Technical Committee for the purpose of discussing the development of a multi-jurisdiction search module (the "Multi-Jurisdictional Software"), including any relevant specifications, scope, cost, and development timelines. Tyler shall be under no obligation to develop the Multi-Jurisdictional Software unless and until the parties execute a mutually agreeable document within 18 months of the Effective Date of this Agreement that sets forth, in detail, each of the party's respective obligations in connection therewith (including, without limitation, detailed functional specifications, cost and payment terms, scheduling of Tyler resources, development timetables, and other material terms) and Tyler receives sufficient evidence in its discretion that the CUC has the financial ability to pay for the Multi-Jurisdictional Software. Such agreement shall provide that Tyler shall own all intellectual property rights in and to the Multi-Jurisdictional Software, that the CUC shall have exclusive rights to license the Multi-Jurisdictional Software, on a royalty-free basis, only to Counties within the State of Texas, and Tyler shall receive agreed upon maintenance and support fees for any such license issued by the CUC. All activities of Tyler pursuant to this Section 5.2 shall be billed to the CUC at Tyler's then current standard hourly rates. The CUC shall not be entitled to utilize any block or other service rate discounts provided for in this Agreement in connection with the Multi-Jurisdictional Software.

6. PAYMENT OBLIGATIONS

6.1 CUC Performance Bonus. Once the CUC collects and remits to Tyler an initial \$2,000,000 in Judicial Software license fees pursuant to this Agreement, Tyler shall remit to the CUC a one-time performance bonus in the amount of \$379,500, provided however that the CUC shall only be eligible for such one-time performance bonus if End User License Agreements for the initial \$2,000,000 in Judicial Software license fees are fully executed on or before December 31, 2010. No bonus payment shall be made while the CUC or any End User is delinquent on any Tyler invoices.

6.2 License Fees. The CUC shall invoice and timely collect and promptly pay to Tyler all applicable license fees from End Users under the terms of the applicable End User License Agreement. Tyler shall notify the CUC upon the achievement of "operational use" as that term is defined in the End User License Agreement, and shall invoice the CUC for the applicable license fees when due.

6.3 Tyler Service Charges. Tyler shall invoice and collect directly from End Users all hourly services charges incurred by each End User and expenses incurred by Tyler on behalf of such End User, all in accordance with the End User License Agreement executed between Tyler and the applicable End User. Tyler shall invoice and collect directly from the CUC all hourly services charges incurred in the development of Enterprise Modifications.

6.4 Maintenance and Support Service Charges.

(a) Software Provider shall invoice the CUC for maintenance and support fees incurred by a Participating County in accordance with the terms of the Standard Maintenance Agreement, which, in any event, shall provide that the maintenance and support fees shall be billed annually in advance. Software Provider shall use reasonable efforts to submit such invoices to the CUC sixty (60) days prior to the initial term of the Standard Maintenance Agreement or the anniversary thereof, as applicable. The CUC shall be responsible for invoicing each Participating County and collecting payments from the applicable Participating County with respect to the maintenance and support fees. The CUC shall promptly, but in any event within five (5) business days, remit to Tyler all maintenance and support fees collected on behalf of a Participating County. In the event that the CUC fails to timely perform its invoice, collection, and remittance obligations under this section, Software Provider shall have the right, in its sole discretion and upon written notice to the CUC and the affected Participating County, to invoice such Participating County directly for all future maintenance and support services.

(b) In order to encourage prompt and timely payment of the maintenance and support fees by each Participating County, each Participation Agreement shall provide for the following: (i) all maintenance and support fees shall be due and payable by the Participating County to the CUC within thirty (30) days of its receipt of an invoice from the CUC; (ii) interest shall accrue, and the Participating County shall be liable for such interest, on all late payments of maintenance and support fees as set forth in Section 4.5; (iii) Software Provider may, in its sole discretion, suspend maintenance and support services with respect to a Participating County for all outstanding invoices that are sixty (60) days or more past due; and (iv) in the event that Software Provider suspends maintenance and support services for a Participating County, such Participating County may reinstate maintenance and support (1) if the lapsed period were less than 12 months, by paying 75% of the maintenance and support fees that would have been owed by the Participating County during the lapsed period plus the

maintenance and support fees for the then upcoming maintenance year, or (2) if the lapsed period were more 12 months or more, by paying 100% of the maintenance and support fees that would have been owed by the Participating County during the lapsed period plus the maintenance and support fees for the then upcoming maintenance year.6.5 Invoice and Payment. Each invoice shall state the total invoiced amount and shall be accompanied by a reasonably detailed itemization of services and expenses. Any undisputed sum not paid when due shall bear interest calculated on an annual basis pursuant to Chapter 2251 of the Texas Government Code as follows. The interest rate shall be the sum of one percent and the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest begins to accrue on the thirty first (31) day after the undisputed amount is due. Interest on an overdue payment stops accruing on the date the End User mails or electronically transmits the payment.

7. PROPERTY RIGHTS

7.1 Title. Tyler represents and warrants that it is the owner of all right, title, and interest in and to the Products (other than embedded third party software or other third person software) and all components and copies thereof. Nothing in this Agreement or any End User License Agreement shall be deemed to vest in the CUC or any End User any ownership or intellectual property rights in and to the Tyler's intellectual property, any components and copies thereof, or any derivative works based thereon prepared by Tyler.

7.2 No Other Rights. The CUC may not, directly or indirectly, in any form or manner, copy, distribute, reproduce, incorporate, use or allow access to, the Products, or modify, prepare derivative works of, decompile, reverse engineer, disassemble, or otherwise attempt to derive source code or object code from the Products, except as explicitly permitted under this Agreement or otherwise agreed in writing.

7.3 Use of Trademarks and Trade Names. During the Term of this Agreement, Tyler grants the CUC a non-exclusive and non-transferable license to the trademarks, marks, and trade names (collectively, the "Tyler Trademarks") that Tyler may adopt from time to time solely in connection with the marketing, advertising, and distribution of the Products. Nothing herein shall grant the CUC any right, title, or interest in the Tyler Trademarks.

8. CONFIDENTIAL INFORMATION

8.1 Non-Disclosure. The CUC will not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey Tyler Confidential Information, and the CUC will not use, make, sell, or otherwise exploit any such Tyler Confidential Information for any purpose other than performance of this Agreement, without Tyler's written consent except: (i) as may be required by law, regulation, judicial or administrative process; or (ii) as required in litigation pertaining to this Agreement, provided Tyler is given advance notice of such intended disclosure in order to permit Tyler the opportunity to seek a protective order. The CUC will ensure that all of its respective employees shall abide by the terms of this Section 8.1 and will be responsible for breaches by such persons.

8.2 Legal Proceedings. If the CUC is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any Tyler Confidential Information, then the CUC shall provide Tyler with prompt written notice of such request or requirement

so that Tyler may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by Tyler, the CUC nonetheless is legally compelled to disclose Tyler Confidential Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, the CUC may, without liability herein, disclose to such court or tribunal only that portion of the Tyler Confidential Information which the court requires the CUC to disclose, provided that the CUC, at Tyler's expense, use reasonable efforts to preserve the confidentiality of the Tyler Confidential Information, including, without limitation, by cooperating with Tyler to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information by such court or tribunal.

9. REPRESENTATIONS AND WARRANTIES

9.1 Standard Warranty to End Users. Tyler shall provide to each End User the representations and warranties set forth in the End User License Agreement, and the CUC shall be entitled to pass on to End Users the representations and warranties set forth in the End User License Agreement.

9.2 **NO OTHER WARRANTIES. EXCEPT AS SPECIFICALLY SET FORTH IN THE APPLICABLE END USER LICENSE AGREEMENT, TYLER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

10. LIMITATION OF LIABILITY

THE LIABILITY OF TYLER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE ENTERPRISE MODIFICATION FEE. THE LIABILITY OF TYLER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH AN END USER LICENSE AGREEMENT OR STANDARD MAINTENANCE AGREEMENT SHALL BE GOVERNED BY THE TERMS OF SUCH APPLICABLE AGREEMENT. IN NO EVENT SHALL THE CUC HAVE THE RIGHT TO ENFORCE ANY PROVISION OF AN END USER LICENSE AGREEMENT OR STANDARD MAINTENANCE AGREEMENT, UNLESS THE CUC SHALL BE A PARTY THERETO.

IN NO EVENT SHALL TYLER OR THE CUC BE LIABLE (NOR TO ANY PERSON CLAIMING ANY RIGHT, TITLE, OR INTEREST DERIVED FROM OR AS SUCCESSOR TO THE CUC OR PARTICIPATING COUNTY'S RIGHT, TITLE, AND INTEREST) FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

THE FOREGOING LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 10 SHALL NOT APPLY WITH RESPECT TO: (A) DAMAGES OCCASIONED BY THE FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF EITHER PARTY; (B) CLAIMS THAT ARE THE

SUBJECT OF INDEMNIFICATION UNDER SECTION 11 OF THIS AGREEMENT; OR (C)
DAMAGES OCCASIONED BY VIOLATION OF LAW.

11. INDEMNIFICATION

11.1 Breach of End User License Agreement or Standard Maintenance Agreement. Tyler shall defend, indemnify, hold, and save harmless the CUC and its employees, agents, successors, and assigns from and against any and all Claims by an End User for breach by Tyler of the applicable End User License Agreement or Standard Maintenance Agreement.

11.2 General – Bodily Injury and Property Damage. Tyler shall defend, indemnify, hold, and save harmless the CUC and its employees, agents, successors, and assigns from and against any and all Claims arising from Tyler's participation in this Agreement for bodily injury or property damage sustained by or asserted against the CUC arising out of, resulting from, or attributable to the negligent or willful misconduct of Tyler, its employees, subcontractors, consultants, representatives, and agents; provided, however, that Tyler shall not be liable herein to indemnify the CUC against liability for damages arising out of bodily injury to people or damage to property to the extent that such bodily injury or property damage is caused by or resulting from the actions, negligent or otherwise, of the CUC or any other third party.

11.3 Intellectual Property. If any claim is asserted, or action or proceeding brought against the CUC that alleges that all or any part of the Products, in the form supplied, or modified by Tyler, or its subcontractors pursuant to Tyler's sole directions, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the CUC, upon its awareness, shall give Tyler prompt written notice thereof. Tyler shall defend, and hold the CUC harmless against any such claim or action with counsel of Tyler's choice and at Tyler's expense and shall indemnify the CUC against any liability, damages and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, the CUC shall cooperate with Tyler in the defense of any claim, action or proceeding and shall, if appropriate, make employees available as Tyler may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is attributable to modifications to the Judicial Software made by the CUC or any third party pursuant to the CUC's directions, or upon the unauthorized use of the Judicial Software by the CUC.

12. INSURANCE

Tyler covenants that it shall provide and maintain the following insurance:

12.1 Commercial General Liability Insurance. Commercial liability insurance, including bodily injury, property damage, and products/completed operations coverage in the amount of not less than five million dollars (\$5,000,000) each occurrence or aggregate where applicable.

12.2 Property Insurance. Property insurance shall be secured in amounts appropriate to adequately cover the business and personal property of Tyler, with no risk to any co-insurance penalty.

12.3 Workers' Compensation and Employer's Liability Insurance. Workers' compensation coverage providing statutory benefits and employer's liability insurance with minimum limits of one million dollars (\$1,000,000) each accident/each employee covering all employees.

12.4 Additional Insured Endorsement. Any liability policy required hereunder shall contain an endorsement which applies such policy's coverage to CUC, and the officers, agents, employees and volunteers of CUC, individually and collectively as additional insureds. All liability insurance policies shall name the CUC as an additional insured. Furthermore, the Workers Compensation and Liability Insurance carriers shall grant a waiver of subrogation in the CUC's favor.

13. TERM, SUSPENSION, AND TERMINATION

13.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue until the sooner of: (a) December 31, 2014; and (b) the Agreement is terminated as provided herein (the "Term").

13.2 Termination for Cause. Either party may terminate this Agreement for Cause, provided that such party follows the procedures set forth in this Section 13.2.

(a) For purposes of this Section, "Cause" means either: (i) a material breach of this Agreement, which has not been cured within thirty (30) days of the date such party receives written notice of such breach; (ii) breach of Section 8; or (iii) if Tyler becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.

(b) No party may terminate this Agreement until it notifies the other party in writing of the existence of such material breach, provides the alleged breaching party with thirty (30) days to cure such alleged breach, and cooperates with the alleged breaching party during such thirty (30) day period on a good faith basis to cure such alleged breach. The cooperation procedures set forth in this Section 13.2(b) do not apply for a termination for Cause as defined in Section 13.2(a)(ii) or (iii) or if the CUC fails to timely pay any obligation when due to Tyler.

(c) In the event either party terminates this Agreement pursuant to this Section 13.2, each party shall return all products, documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination, and each party may pursue all legal remedies available pursuant to or arising from this Agreement. In no event shall a termination of this Agreement affect the rights and obligations of Tyler or an End User under an executed End User License Agreement or Standard Maintenance Agreement.

13.3 Survival. The following provisions shall survive any termination of this Agreement: 6; 7; 8; 9; 10; 11; 13; and 14.

14. MISCELLANEOUS

14.1 Assignment. Neither party may assign this Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party, which consent shall not be unreasonably withheld.

14.2 Cumulative Remedies. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.

14.3 Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above (or, in the case of a End User, as set forth in the Participation Agreement), or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

14.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14.5 Waiver. The performance of any obligation required of a party herein may be waived only by a written waiver signed by the other parties, which waiver shall be effective only with respect to the specific obligation described therein.

14.6 Entire Agreement. This Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

14.7 Amendment. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by the properly delegated authority of each party. All amendments or modifications of this Agreement shall be binding upon the parties despite any lack of consideration.

14.8 Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms.

14.9 Relationship of parties. The parties intend that the relationship between the parties created pursuant to or arising from this Agreement is that of an independent contractor only. Each party shall be solely responsible for all matters relating to, associated with, or arising from the payment of such party's employees, including, without limitation, compliance with social security, disability insurance, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever, as well as all employment reporting for such party or any of its employees or agents. Neither party shall be considered an employee of the other party for any purpose, and shall not be entitled to any of the benefits or rights afforded to employees of the other party, including, without limitation, sick leave, vacation leave, holiday pay, public employees retirement system benefits (if applicable), or insurance benefits.

14.10 Governing Law. Any dispute arising out of or relating to this Agreement or

the breach thereof shall be governed by the laws of the State of Texas, without regard to or application of choice of law rules or principles.

14.11 Non-Discrimination. This Agreement is subject to applicable federal and state laws and executive orders relating to equal opportunity and nondiscrimination in employment. Neither Tyler nor its agents or subcontractors shall discriminate in their employment practices against any person by reason of disability, age, race, religion, color, sex, national origin, creed, political affiliation, or veteran status. In addition, Tyler assures that no person will, on the grounds of disability, age, race, creed, national origin, color, religion, sex, political affiliation, or veteran status, be excluded from, be denied the benefit of or be subjected to discrimination pursuant to or arising from any program or activity funded in whole or in part pursuant to or arising from this Agreement. Tyler agrees to comply, and to cause its agents and subcontractors to comply, with the provisions of said laws and orders to the extent any such laws and orders are applicable in the performance of this Agreement.

14.12 No Third party Beneficiaries. Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party, including any County (except to the extent that a County becomes an End User and executes an End User License Agreement).

14.13 Contra Proferentem. The doctrine of *contra proferentem* shall not apply to this Agreement. If an ambiguity exists in this Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.


14.14 Force Majeure. No party to this Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the party claiming excusable delay.


14.15 Equitable Relief. The CUC agrees that any violation of this Agreement by the such party with respect to its respective obligations set forth in Section 8 shall cause irreparable injury to Tyler and shall entitle Tyler to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first above written.

TEXAS CONFERENCE OF URBAN COUNTIES, INC.

TYLER TECHNOLOGIES, INC.

By: 
Name: Donald Lee
Title: Executive Director
10/2/09

By: 
Name: BRUCE GRAHAM
Title: PRESIDENT, COURTS OF JUSTICE

Exhibits

- A Price List
- B Optional Software Price List
- C Hourly T&M Services Rates
- D End User License Agreement and Standard Maintenance Agreement

**MASTER AGREEMENT
EXHIBIT A – PRICE LIST**

Cat	County Population	Undiscounted Member County License Fee	Discounted License Fee (Member Counties before 12/31/2010)	Member Counties after 12/31/2010 or Non-Member Counties
1	1-19,999	140,000	126,000	187,000
2	20,000-29,999	200,000	180,000	277,000
3	30,000-49,999	250,000	225,000	355,000
4	50,000-74,999	350,000	315,000	512,000
5	75,000-149,999	575,000	517,500	751,000
6	150,000-499,999	775,000	697,500	1,040,000
7	500,000-999,999	1,295,000	1,165,500	1,354,000
8	1,000,000-1,749,999	1,750,000	1,575,000	2,080,000
9	1,750,000-2,499,999	1,830,000	1,647,000	3,039,000
10	2,500,000-4,000,000	3,150,000	2,835,000	4,109,000

Individual Case Type License Fees:

- District Clerk Civil / Family – 25% of Undiscounted Member County License Fee (or Enterprise License Fee, as appropriate)
- County Clerk Civil / Probate – 25% of Undiscounted Member County License Fee (or Enterprise License Fee, as appropriate)
- Criminal (District & County) – 50% of Undiscounted Member County License Fee (or Enterprise License Fee, as appropriate)
- Justice of the Peace – 30% of Undiscounted Member County License Fee (or Enterprise License Fee, as appropriate)

ANNUAL MAINTENANCE & SUPPORT PRICING

Tier 2 Maintenance & Support:	18% of License Fee
Tier 1 Maintenance & Support:	21% of License Fee

**MASTER AGREEMENT
EXHIBIT B - OPTIONAL SOFTWARE PRICE LIST
As of 7/27/2010**

Section 1. Optional Applications and Modules

Category:	1	2	3	4	5	6	7	8	9	10
Example Clients	Franklin	Gillespie	Kerr	Rockwall Glynn	Gregg Monroe, Rockd	Lubbock Lehigh	Collin Lee	Bexar NH, Orange	Dallas, NM Dade, Wayne	Harris
APPLICATIONS (Based on Population)	1 19,999	20,000 29,999	30,000 49,999	50,000 74,999	75,000 149,999	150,000 499,999	500,000 999,999	1,000,000 1,749,999	1,750,000 2,499,999	2,500,000 3,999,999
ODYSSEY Session Works: Judges Edition										
Per Judge (10% discount 5 or More, 20% discount 10 or more)	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
ODYSSEY CHECK MANAGER	14,000	20,000	26,000	37,000	54,000	75,000	98,000	150,000	219,000	297,000
Check Manager Merchant Website	2,000	2,000	3,000	4,000	5,000	7,000	9,000	14,000	20,000	27,000
ODYSSEY SUPERVISION	24,000	35,000	45,000	65,000	96,000	132,000	172,000	264,000	386,000	522,000
ODYSSEY LAW ENFORCEMENT RMS	16,000	23,000	29,000	42,000	62,000	85,000	111,000	170,000	249,000	336,000
TYLER JURY	11,000	16,000	21,000	30,000	44,000	60,000	78,000	120,000	176,000	237,000
Category:	1	2	3	4	5	6	7	8	9	10
APPLICATIONS (Based on Jail Beds)	1 9	10 24	25 49	50 99	100 149	150 249	250 999	1,000 1,999	2,000 2,999	3,000 3,999
ODYSSEY JAIL MANAGER										
Jail Management	34,000	53,000	84,000	150,000	180,000	250,000	375,000	450,000	1,000,000	1,500,000
Mugshots	3,000	4,000	7,000	12,000	14,000	19,000	29,000	34,000	75,000	113,000
Jail Commissary Interface	2,000	3,000	5,000	8,000	9,000	13,000	19,000	23,000	50,000	75,000
NorthPointe Classification System	5,880	5,880	5,880	6,374	9,900	15,600	20,340	24,420	24,420	24,420

Section 2. Optional Add-on Features

Category:	1	2	3	4	5	6	7	8	9	10	MEGA
Example Clients	Franklin	Gillespie	Kerr	Rockwall	Gregg	Lubbock	Collin	Bexar	Dallas, NM	Harris	
				Glynn	Monroe, Rockd	Lehigh	Lee	NH, Orange	Dade, Wayne		
ODYSSEY FUNCTIONAL OPTIONS (By Population)	1 19,999	20,000 29,999	30,000 49,999	50,000 74,999	75,000 149,999	150,000 499,999	500,000 999,999	1,000,000 1,749,999	1,750,000 2,499,999	2,500,000 3,999,999	4,000,000 Greater
	*** See Feature Sheets for implementation details, installation, other costs ***										
Document Management											
Enterprise DMS - Single Doc Scan/Attach	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	
Auto Attach (Req. Enterprise)	5,000	7,000	9,000	13,000	19,000	26,000	34,000	52,000	76,000	103,000	
Record on Appeal Creator	3,000	4,000	5,000	7,000	10,000	13,000	17,000	26,000	38,000	52,000	
e-Signatures + merged to TIFF (Future)	9,000	13,000	16,000	24,000	34,000	47,000	62,000	94,000	138,000	186,000	
Merged to TIFF Only (Future)	2,000	3,000	4,000	5,000	7,000	9,000	12,000	18,000	27,000	36,000	
Citation Image Zoom											
TX per JP (see standard proposal for JP Package)	2,000	2,000	2,000	2,500	3,750	5,000	6,500	10,000	14,750	19,750	
National	4,000	6,000	7,000	10,000	15,000	20,000	26,000	40,000	59,000	79,000	
Distributed Storage											
Server License	16,000	23,000	29,000	42,000	62,000	85,000	111,000	170,000	249,000	336,000	
Each Local Store	3,000	4,000	6,000	8,000	11,000	15,000	15,000	15,000	15,000	15,000	
Public Access											
Public Access - Basic	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	
Agency Secure Access	1,000	2,000	2,000	3,000	4,000	5,000	7,000	10,000	15,000	20,000	
Attorney Secure Access	2,000	3,000	4,000	5,000	7,000	9,000	12,000	18,000	27,000	36,000	
Online Documents	3,000	4,000	5,000	6,000	9,000	12,000	16,000	24,000	36,000	48,000	
Court Data Download	3,000	4,000	5,000	6,000	9,000	12,000	16,000	24,000	36,000	48,000	
Category:	1	2	3	4	5	6	7	8	9	10	MEGA
MISC / TOOLS (By Population)	1 19,999	20,000 29,999	30,000 49,999	50,000 74,999	75,000 149,999	150,000 499,999	500,000 999,999	1,000,000 1,749,999	1,750,000 2,499,999	2,500,000 3,999,999	4,000,000 Greater
	*** See Feature Sheets for implementation details, installation, other costs ***										
Mass Party Merge	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	
Configuration Tools - Simple	2,000	3,000	4,000	5,000	7,000	9,000	12,000	18,000	27,000	36,000	
Configuration Tools - Complex	2,000	3,000	4,000	6,000	8,000	11,000	15,000	22,000	33,000	44,000	
Configuration Tools - Security	3,000	4,000	5,000	7,000	11,000	14,000	19,000	28,000	41,000	56,000	
Configuration Tools - All	6,000	8,000	11,000	15,000	22,000	30,000	39,000	60,000	88,000	119,000	
Multijurisdictional Configuration Tools	See Sales Manager										
Alt-F1 Web Reports Framework	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	
Custom Reporting	6,000	8,000	11,000	15,000	22,000	30,000	39,000	60,000	88,000	119,000	
Geospatial Mapping	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	
Mobile Civil Papers	Will be included in product										
Category:	1	2	3	4	5	6	7	8	9	10	
Business Intelligence (By Population)	1 19,999	20,000 29,999	30,000 49,999	50,000 74,999	75,000 149,999	150,000 499,999	500,000 999,999	1,000,000 1,749,999	1,750,000 2,499,999	2,500,000 3,999,999	
Business Intelligence											
Enterprise - All Cubes, ALL BIP's	23,000	34,000	43,000	62,000	90,000	125,000	163,000	250,000	365,000	494,000	
Case Manager Cube	9,000	14,000	17,000	25,000	36,000	50,000	65,000	100,000	146,000	198,000	
BIP #1 - 5 NCSC Metrics	2,000	3,000	4,000	5,000	8,000	10,000	13,000	20,000	30,000	40,000	
BIP #2 - Financial Manager	2,000	3,000	4,000	5,000	8,000	10,000	13,000	20,000	30,000	40,000	
Jail Cube	5,000	7,000	9,000	13,000	18,000	25,000	33,000	50,000	73,000	99,000	
BIP #1 - Base Jail Metrics	2,000	3,000	4,000	5,000	8,000	10,000	13,000	20,000	30,000	40,000	
BIP #2 - Enhanced Jail Metrics	2,000	3,000	4,000	5,000	8,000	10,000	13,000	20,000	30,000	40,000	
CI Cube	5,000	7,000	9,000	13,000	18,000	25,000	33,000	50,000	73,000	99,000	
BIP #1 - X Office Metrics	2,000	3,000	4,000	5,000	8,000	10,000	13,000	20,000	30,000	40,000	
BIP #2 - Future	2,000	3,000	4,000	5,000	8,000	10,000	13,000	20,000	30,000	40,000	
BIP#3-Future	2,000	3,000	4,000	5,000	8,000	10,000	13,000	20,000	30,000	40,000	
Subscription to Judicial Tyler Hosted Cube (Mont)	1,000	1,000	1,000	2,000	2,000	2,500	4,000	5,000	8,000	10,000	
Subscription to each additional Cube (Monthly)	1,000	1,000	1,000	1,000	2,000	1,500	2,000	3,000	5,000	6,000	
Enterprise Subscription - All Cubes, All BIP's (Mo)	1,000	2,000	2,000	3,000	4,000	4,500	6,000	9,000	14,000	18,000	
Category:	1	2	3	4	5	6	7	8	9	10	MEGA
ODYSSEY INTERFACES (By Population)	1 19,999	20,000 29,999	30,000 49,999	50,000 74,999	75,000 149,999	150,000 499,999	500,000 999,999	1,000,000 1,749,999	1,750,000 2,499,999	2,500,000 3,999,999	4,000,000 Greater
	*** See Feature Sheets for implementation details, installation, other costs ***										
Outlook/Exchange Calendar											
Session Sync (per client, unlimited individual use)	2500	2500	2500	2500	2500	2500	2500	2500	2500	2500	
Integration Toolkits											
Case Manager Libraries	15,000	20,000	40,000	50,000	50,000	100,000	100,000	125,000	125,000	150,000	
Jail Manager Libraries	7,500	10,000	20,000	25,000	25,000	50,000	50,000	62,500	62,500	75,000	
Third Party Connectors	*** In addition to Tyler connectors, features below require third party software & services ***										
Tybera Connector	6,000	8,000	11,000	15,000	22,000	30,000	39,000	60,000	88,000	119,000	
Mentis Redaction Connector	4,000	6,000	7,000	10,000	15,000	20,000	26,000	40,000	59,000	79,000	
Sonant Connector	4,000	6,000	7,000	10,000	15,000	20,000	26,000	40,000	59,000	79,000	
Generic E-Filing Connector	6,000	8,000	11,000	15,000	22,000	30,000	39,000	60,000	88,000	119,000	
Third Party Tools											
Mentis iaRedact	Based on volumes, Please contact your Tyler Sales Rep										

*See Exhibit A For Maintenance & Support Rates on Optional Applications, Modules, and Features

Section 3. Optional Add-on Features – Tyler Municipal Court

	0 - 5K Population	5K - 10K Population	10K - 15K Population	15K - 20K Population	20K - 25K Population	25K - 35K Population	35K - 45K Population	45K - 55K Population	55K - 65K Population	65K - 75K Population	75K - 100K Population
Product Description	Level A License Fees	Level B License Fees	Level C License Fees	Level D License Fees	Level E License Fees	Level F License Fees	Level G License Fees	Level H License Fees	Level I License Fees	Level J License Fees	Level K License Fees
Municipal Court Case Management											
Criminal Court Case Management	\$ 5,500	\$ 6,600	\$ 11,000	\$ 15,400	\$ 17,600	\$ 27,500	\$ 33,000	\$ 44,000	\$ 55,000	\$ 75,000	\$ 100,000
Probation Management	\$ 2,250	\$ 2,500	\$ 3,250	\$ 3,750	\$ 4,400	\$ 6,875	\$ 8,250	\$ 11,000	\$ 13,750	\$ 18,750	\$ 25,000
Prosecutor Management	\$ 2,250	\$ 2,500	\$ 3,250	\$ 3,750	\$ 4,400	\$ 6,875	\$ 8,250	\$ 11,000	\$ 13,750	\$ 18,750	\$ 25,000
Civil Court Case Management	\$ 2,750	\$ 3,300	\$ 5,500	\$ 7,700	\$ 8,800	\$ 13,750	\$ 16,500	\$ 22,000	\$ 27,500	\$ 37,500	\$ 50,000
Centralized Cash Collections	\$ 880	\$ 1,100	\$ 1,650	\$ 2,200	\$ 2,750	\$ 3,300	\$ 4,400	\$ 6,600	\$ 6,600	\$ 8,250	\$ 9,900
INCODE Scheduling	\$ 2,750	\$ 4,000	\$ 4,500	\$ 5,100	\$ 5,700	\$ 6,300	\$ 6,900	\$ 7,500	\$ 8,100	\$ 8,500	\$ 10,500
- Warrants											
- Macros											
- Citation Import											
Citation Issuing Device Interface	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000
INCODE Court Web Services	\$ 4,400	\$ 4,400	\$ 4,400	\$ 4,400	\$ 4,400	\$ 4,400	\$ 4,400	\$ 4,400	\$ 4,400	\$ 4,400	\$ 4,400
Texas TLETS Warrant Interface	\$ 5,500	\$ 5,500	\$ 5,500	\$ 8,800	\$ 8,800	\$ 8,800	\$ 11,000	\$ 11,000	\$ 13,200	\$ 13,200	\$ 16,500
Court/Police (Non-INCODE) Interface	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500
- Import or Export of warrants/dispositions											
General Ledger Interface (Non-INCODE)	\$ 3,300	\$ 3,575	\$ 3,575	\$ 3,575	\$ 3,850	\$ 3,850	\$ 4,400	\$ 4,400	\$ 4,950	\$ 5,500	\$ 5,500
GIS/Street Index Extract	\$ 3,300	\$ 3,575	\$ 3,575	\$ 3,575	\$ 3,850	\$ 3,850	\$ 4,400	\$ 4,400	\$ 4,950	\$ 5,500	\$ 5,500
Red Light Camera Interface	\$ 3,300	\$ 3,850	\$ 4,400	\$ 4,950	\$ 5,500	\$ 6,050	\$ 6,600	\$ 7,150	\$ 7,700	\$ 8,250	\$ 8,800
Collection Agency Export Interface	\$ 1,100	\$ 1,650	\$ 2,200	\$ 2,750	\$ 2,750	\$ 2,750	\$ 2,750	\$ 2,750	\$ 2,750	\$ 2,750	\$ 2,750
SETCIC (Harris Co Courts) Collections Export Interface	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100
Tyler Output Processor Server	\$ 1,100	\$ 1,100	\$ 1,650	\$ 2,310	\$ 2,640	\$ 4,125	\$ 4,950	\$ 6,600	\$ 8,250	\$ 11,250	\$ 15,000
Tyler Content Management	\$ 2,500	\$ 2,500	\$ 3,300	\$ 4,620	\$ 5,280	\$ 8,250	\$ 9,900	\$ 13,200	\$ 16,500	\$ 22,500	\$ 30,000

	100K - 200K Population	200K - 300K Population	300K - 400K Population	400K - 500K Population	500K - 600K Population	600K - 700K Population	700K - 800K Population	800K - 900K Population	900K - 1.0M Population	1.0M - 1.5M Population
Product Description	Level L License Fees	Level M License Fees	Level N License Fees	Level O License Fees	Level P License Fees	Level Q License Fees	Level R License Fees	Level S License Fees	Level T License Fees	Level U License Fees
Municipal Court Case Management										
Criminal Court Case Management	\$ 200,000	\$ 300,000	\$ 400,000	\$ 500,000	\$ 600,000	\$ 700,000	\$ 800,000	\$ 900,000	\$ 1,000,000	\$ 1,500,000
Probation Management	\$ 50,000	\$ 75,000	\$ 100,000	\$ 125,000	\$ 150,000	\$ 175,000	\$ 200,000	\$ 225,000	\$ 250,000	\$ 375,000
Prosecutor Management	\$ 50,000	\$ 75,000	\$ 100,000	\$ 125,000	\$ 150,000	\$ 175,000	\$ 200,000	\$ 225,000	\$ 250,000	\$ 375,000
Civil Court Case Management	\$ 100,000	\$ 150,000	\$ 200,000	\$ 250,000	\$ 300,000	\$ 350,000	\$ 400,000	\$ 450,000	\$ 500,000	\$ 750,000
Centralized Cash Collections	\$ 15,000	\$ 20,000	\$ 25,000	\$ 30,000	\$ 35,000	\$ 40,000	\$ 40,000	\$ 50,000	\$ 50,000	\$ 60,000
INCODE Scheduling	\$ 15,000	\$ 20,000	\$ 25,000	\$ 30,000	\$ 35,000	\$ 40,000	\$ 40,000	\$ 50,000	\$ 50,000	\$ 60,000
- Warrants										
- Macros										
- Citation Import										
Citation Issuing Device Interface	\$ 10,000	\$ 15,000	\$ 15,000	\$ 20,000	\$ 20,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
INCODE Court Web Services	\$ 8,800	\$ 15,000	\$ 20,000	\$ 25,000	\$ 25,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
Texas TLETS Warrant Interface	\$ 20,000	\$ 30,000	\$ 40,000	\$ 50,000	\$ 50,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000
Court/Police (Non-INCODE) Interface	\$ 10,000	\$ 15,000	\$ 20,000	\$ 25,000	\$ 25,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
- Import or Export of warrants/dispositions										
General Ledger Interface (Non-INCODE)	\$ 10,000	\$ 15,000	\$ 20,000	\$ 25,000	\$ 25,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
GIS/Street Index Extract	\$ 10,000	\$ 15,000	\$ 20,000	\$ 25,000	\$ 25,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
Red Light Camera Interface	\$ 20,000	\$ 30,000	\$ 40,000	\$ 50,000	\$ 50,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000
Collection Agency Export Interface	\$ 10,000	\$ 15,000	\$ 20,000	\$ 25,000	\$ 25,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
SETCIC (Harris Co Courts) Collections Export Interface	\$ 10,000	\$ 15,000	\$ 20,000	\$ 25,000	\$ 25,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
Tyler Output Processor Server	\$ 30,000	\$ 45,000	\$ 60,000	\$ 75,000	\$ 90,000	\$ 105,000	\$ 120,000	\$ 135,000	\$ 150,000	\$ 225,000
Tyler Content Management	\$ 60,000	\$ 90,000	\$ 120,000	\$ 150,000	\$ 180,000	\$ 210,000	\$ 240,000	\$ 270,000	\$ 300,000	\$ 450,000

Maintenance and Support Services on Municipal Court software is 25% of License Fees.

Section 4. Optional Add-on Features – Tyler Public Safety

	0 - 10 Sworn Officers	11 - 20 Sworn Officers	21 - 30 Sworn Officers	31 - 40 Sworn Officers	41 - 50 Sworn Officers	50 - 75 Sworn Officers	76 - 100 Sworn Officers	101 - 125 Sworn Officers	126 - 150 Sworn Officers	151 - 175 Sworn Officers	176 - 300 Sworn Officers
Product Description	Level A License Fees	Level B License Fees	Level C License Fees	Level D License Fees	Level E License Fees	Level F License Fees	Level G License Fees	Level H License Fees	Level I License Fees	Level J License Fees	Level K License Fees
Tyler Public Safety											
Tyler Public Safety CAD											
CAD	\$ 11,000	\$ 13,200	\$ 16,500	\$ 19,800	\$ 23,100	\$ 29,700	\$ 36,300	\$ 42,900	\$ 49,500	\$ 56,100	\$ 62,700
Dispatcher (additional seat)	\$ 2,200	\$ 2,475	\$ 2,750	\$ 3,300	\$ 3,575	\$ 3,850	\$ 4,400	\$ 4,950	\$ 5,500	\$ 5,500	\$ 5,500
External Agency (per agency)	\$ 825	\$ 1,100	\$ 1,375	\$ 1,650	\$ 1,925	\$ 2,200	\$ 2,475	\$ 2,750	\$ 3,025	\$ 2,750	\$ 2,750
E-911 Server Interface	\$ 4,400	\$ 4,950	\$ 5,500	\$ 6,050	\$ 6,600	\$ 7,700	\$ 8,800	\$ 9,900	\$ 11,000	\$ 12,100	\$ 13,200
E-911 Client Interface (additional clients)	\$ 550	\$ 550	\$ 550	\$ 550	\$ 825	\$ 825	\$ 1,100	\$ 1,375	\$ 1,650	\$ 1,650	\$ 1,650
NCIC Server Interface	\$ 6,600	\$ 6,600	\$ 7,150	\$ 7,700	\$ 8,250	\$ 9,900	\$ 11,000	\$ 12,100	\$ 13,200	\$ 14,300	\$ 15,400
NCIC Client Interface (additional clients)	\$ 825	\$ 825	\$ 1,100	\$ 1,375	\$ 1,650	\$ 1,925	\$ 2,200	\$ 2,200	\$ 2,200	\$ 2,200	\$ 2,200
CAD 24x7 Support	\$ 5,000	\$ 5,000	\$ 6,000	\$ 7,500	\$ 7,500	\$ 10,000	\$ 10,000	\$ 12,000	\$ 15,000	\$ 15,000	\$ 20,000
- When utilized each call \$250											
Combined Search	\$ 2,200	\$ 2,475	\$ 2,750	\$ 3,300	\$ 3,575	\$ 3,850	\$ 4,400	\$ 4,950	\$ 5,500	\$ 5,500	\$ 5,500
Tyler Public Safety Mobile Applications											
Mobile Communication Server	\$ 7,700	\$ 8,800	\$ 9,900	\$ 1,100	\$ 12,100	\$ 13,200	\$ 16,500	\$ 19,800	\$ 23,100	\$ 26,400	\$ 30,000
Mobile RMS Client (per seat)	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C
Mobile CAD Client (per seat)	\$ 1,650	\$ 1,650	\$ 1,650	\$ 1,650	\$ 1,650	\$ 1,650	\$ 1,650	\$ 1,650	\$ 1,650	\$ 1,650	\$ 1,650
Mobile AVL Client (per seat)	\$ 275	\$ 275	\$ 275	\$ 275	\$ 275	\$ 275	\$ 275	\$ 275	\$ 275	\$ 275	\$ 275
Mobile Citations Client (per seat)	\$ 550	\$ 550	\$ 550	\$ 550	\$ 550	\$ 550	\$ 550	\$ 550	\$ 550	\$ 550	\$ 550
<i>** pricing subject to change based on # of mobile clients</i>											
Tyler Public Safety Mapping											
CAD Mapping Interface	\$ 5,650	\$ 5,650	\$ 5,650	\$ 5,650	\$ 5,650	\$ 5,650	\$ 5,650	\$ 5,650	\$ 5,650	\$ 5,650	\$ 5,650
RMS Mapping Interface	\$ 2,350	\$ 2,350	\$ 2,350	\$ 2,350	\$ 2,350	\$ 2,350	\$ 2,350	\$ 2,350	\$ 2,350	\$ 2,350	\$ 2,350
Tyler Public Safety RMS											
- Base RMS System	\$ 19,800	\$ 26,400	\$ 33,000	\$ 39,600	\$ 46,200	\$ 44,400	\$ 72,600	\$ 85,800	\$ 99,000	\$ 112,200	\$ 125,400
Case Management/Events Center	\$ 6,600	\$ 8,800	\$ 11,000	\$ 13,200	\$ 15,400	\$ 18,800	\$ 24,200	\$ 28,600	\$ 33,000	\$ 37,400	\$ 41,800
Vehicle Impound	\$ 1,650	\$ 2,200	\$ 2,750	\$ 3,300	\$ 3,850	\$ 4,950	\$ 6,050	\$ 7,150	\$ 6,050	\$ 9,350	\$ 10,450
Pawn Tickets	\$ 1,100	\$ 1,100	\$ 1,375	\$ 1,650	\$ 1,925	\$ 2,750	\$ 3,300	\$ 3,850	\$ 3,850	\$ 4,950	\$ 5,500
Personnel	\$ 2,200	\$ 2,750	\$ 3,300	\$ 3,850	\$ 4,400	\$ 5,500	\$ 6,600	\$ 7,700	\$ 7,150	\$ 9,900	\$ 11,000
Messaging/Message Board	\$ 2,200	\$ 2,750	\$ 3,300	\$ 3,850	\$ 4,400	\$ 5,500	\$ 6,600	\$ 7,700	\$ 7,150	\$ 9,900	\$ 11,000
Jail Intake & Booking Module	\$ 4,400	\$ 4,950	\$ 5,500	\$ 6,050	\$ 6,600	\$ 7,700	\$ 8,800	\$ 9,900	\$ 10,800	\$ 12,100	\$ 13,000
Tyler Public Safety Permits & Registration											
Alarm Tracking/Permitting	\$ 1,100	\$ 1,100	\$ 1,375	\$ 1,650	\$ 1,925	\$ 2,750	\$ 3,300	\$ 3,850	\$ 4,450	\$ 4,950	\$ 5,500
Sex Offender Registration	\$ 1,100	\$ 1,100	\$ 1,375	\$ 1,650	\$ 1,925	\$ 2,750	\$ 3,300	\$ 3,850	\$ 4,450	\$ 4,950	\$ 5,500
Pet Registration	\$ 1,100	\$ 1,375	\$ 1,650	\$ 1,925	\$ 2,200	\$ 2,750	\$ 3,300	\$ 3,850	\$ 4,450	\$ 4,950	\$ 5,500
Bicycle Registration	\$ 1,100	\$ 1,375	\$ 1,650	\$ 1,925	\$ 2,200	\$ 2,750	\$ 3,300	\$ 3,850	\$ 4,450	\$ 4,950	\$ 5,500
Tyler Public Safety Report Solutions											
Report Writer	\$ 3,850	\$ 4,125	\$ 4,400	\$ 4,675	\$ 4,950	\$ 5,500	\$ 6,050	\$ 6,600	\$ 7,000	\$ 7,700	\$ 8,250
Additional Designer (per seat)	\$ 550	\$ 550	\$ 550	\$ 550	\$ 550	\$ 550	\$ 550	\$ 550	\$ 550	\$ 550	\$ 550
Tyler Public Safety Property Room/Evidence Management											
Property Room	\$ 3,300	\$ 4,400	\$ 5,500	\$ 6,600	\$ 7,700	\$ 9,900	\$ 12,100	\$ 14,300	\$ 16,500	\$ 18,700	\$ 20,900
PDA Server Software	\$ 2,200	\$ 2,475	\$ 2,750	\$ 3,300	\$ 3,850	\$ 3,850	\$ 4,400	\$ 4,950	\$ 5,500	\$ 6,050	\$ 6,600
PDA Interface (per handheld)	\$ 330	\$ 330	\$ 330	\$ 330	\$ 330	\$ 330	\$ 330	\$ 330	\$ 330	\$ 330	\$ 330
Tyler Public Safety Interfaces											
Tyler Court Case Management Interface	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C
Brazos Technology Citation Interface	\$ 2,750	\$ 2,750	\$ 2,750	\$ 2,750	\$ 2,750	\$ 2,750	\$ 2,750	\$ 2,750	\$ 2,750	\$ 2,750	\$ 2,750
Third Party Citation Issuing Device Interface	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
LEAP Interface	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
LiveScan Fingerprint System Interface	\$ 4,400	\$ 4,400	\$ 4,400	\$ 4,400	\$ 4,400	\$ 4,400	\$ 4,400	\$ 4,400	\$ 4,400	\$ 4,400	\$ 4,400
Firehouse CAD Monitor Interface	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500
Accident Reporting Diagramming Software Interface	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
CAD Call Sheet Export to Another TPS Agency	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500

Maintenance and Support Services on Public Safety software is 25% of License Fees.

**MASTER AGREEMENT
EXHIBIT C – 2009 T&M SERVICES HOURLY RATES**

Project Management	\$160.00 per hour
Technical Services	\$149.00 per hour
Training Services	\$138.00 per hour

MASTER AGREEMENT
EXHIBIT D – END USER LICENSE AGREEMENT AND STANDARD MAINTENANCE AGREEMENT



End User License Agreement and Professional Services Agreement

This End User License Agreement and Professional Services Agreement (this "Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and _____ County, Texas (the "End User").

Background

WHEREAS, the Texas Conference of Urban Counties (the "CUC") has previously published a Request for Proposal that defines the CUC's requirements for certain judicial administration software and Tyler responded with a Proposal that met the CUC's requirements; and thereafter the CUC and Tyler entered into a contract (the "CUC Master Agreement") which defines the terms and conditions whereby Tyler will provide to End Users certain licenses, professional services, and maintenance and support services; and

WHEREAS, End User is authorized to procure the Licensed Property and services under the CUC Master Agreement; and

WHEREAS, End User desires to engage Tyler to license certain software and to provide certain professional services related thereto, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and End User agree as follows:

A. Tyler shall furnish the products and services described in this Agreement, and End User shall pay the prices set forth in this Agreement.

B. This Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein:

- Schedule 1. – Investment Summary
- Exhibit A. – Software License and Professional Services Agreement
- Exhibit B. – Software Maintenance Agreement

C. Section 2.2 of Exhibit A shall not apply to this Agreement. The Implementation Plan for the Licensed Software indicated on Schedule 1 shall result in the activation or delivery of such Licensed Software within ninety (90) days of the Effective Date.

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each Party hereto to be effective as of the date last set forth below (the "Effective Date"):

TYLER TECHNOLOGIES, INC.

END USER

Signature: _____

Signature: _____

Date: _____

Date: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

**(Schedule 1)
Investment Summary**

Software & Services			
Software Licenses		License Fees	
Licensed Software			
Professional Services			
T&M Services	<u>Rate</u>	<u>Hours</u>	<u>Cost</u>
Deployment	149.00		\$0
Consulting	149.00		\$0
Embedded Third Party Software			
None			

Maintenance & Support	
Support Type	Annual M&S Fees
Standard	\$0

Total License Fees	\$	-
T&M Services	\$	-
Subtotal	\$	-
Estimated Travel Expenses		
Total Contract Price	\$	-

Maintenance & Support Fees:	\$0
Maintenance Effective Date:	10/1/2011

(Exhibit A)
Software License and Professional Services Agreement

This Software License and Professional Services Agreement is made and entered into as of the Effective Date by and between Tyler and End User.

WHEREAS, End User desires to engage Tyler to license certain software and to provide certain professional services related thereto, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and End User agree as follows:

1. CERTAIN DEFINITIONS

1.1. Agreement means this Software License and Professional Services Agreement, including all exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein.

1.2. Business Day means any day, Monday through Friday, excepting any federal holiday.

1.3. Claims mean any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses, including reasonable attorneys' fees and expenses.

1.4. Current Production Software Version means the current production version of Tyler's software listed on the Investment Summary.

1.5. Defect means any bug, error, contaminate, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of Tyler that renders the Licensed Software in non-conformance with Tyler's then current published specifications.

1.6. Documentation means the user's operating manuals and any other materials in any form or media provided by Tyler to the users of the Licensed Software.

1.7. Embedded Third Party Software means licensed third party software (other than Third Person Software) that is required to provide the functionality of the Licensed Software, which as of the date of this Agreement, consists of the software set forth on Schedule 1 labeled as "Embedded Third Party Software".

1.8. Escrow Agent means Iron Mountain Intellectual Property Management, Inc.

1.9. Escrow Agreement means the Master Escrow Service Agreement between Tyler and Escrow Agent.

1.10. Indemnified Parties mean End User and each of its personnel, agents, successors, and permitted assigns.

1.11. Investment Summary means the summary of fees and services set forth on Schedule 1.

1.12. License Fee means the "Total License Fees" as set forth on the Investment Summary, which is due and payable as set forth in Section 4.1.

1.13. Licensed Property means the Licensed Software and the Documentation.

1.14. Licensed Software means: (a) the Current Production Software Version; (b) Embedded Third Party Software; and (c) any Local Enhancements.

1.15. Local Enhancements means any refinement, enhancement, or other customization to the Current Production Software Version to be developed by Tyler per the Investment Summary.

1.16. Maintenance and Support Fees has the meaning set forth in Exhibit B – Software Maintenance Agreement.

1.17. Party means, individually, Tyler and End User.

1.18. Project means the delivery and license of the Licensed Property and the performance of all services to be provided by Tyler in accordance with the provisions of this Agreement.

1.19. Project Manager means the person designated by each Party who is responsible for the management of the Project.

1.20. Software Maintenance Agreement means the maintenance and support services agreement attached hereto as Exhibit B.

1.21. T&M means time and materials.

1.22. Third Person Hardware means the CPUs, servers, and other hardware to be leased, purchased, or otherwise acquired by End User from a third party that is minimally required to operate the Licensed Software and such other CPUs, servers, and other hardware that End User has actually leased, purchased or otherwise acquired and/or may be minimally required in the future to operate the Licensed Software.

1.23. Third Person Software means the operating systems and other software to be licensed, purchased, or otherwise acquired by End User from a third party that is minimally required to operate the Licensed Software and such operating systems and other software that End User has actually licensed, purchased, or otherwise acquired and/or may be minimally required in the future to operate the Licensed Software.

1.24. Confidential and Proprietary Information means all information in any form relating to, used in, or arising out of a Party's operations and held by, owned, licensed, or otherwise possessed by such Party (the "Owner") (whether held by, owned, licensed, possessed, or otherwise existing in, on or about the Owner's premises or the other Party's offices, residence(s), or facilities and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to the Owner's inventions, ideas, creations, works of authorship, business documents, licenses, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, and other research and development information and data. Notwithstanding the foregoing, Confidential and Proprietary Information does not include information that: (a) becomes public other than as a result of a disclosure by the other Party in breach hereof; (b) becomes available to the other Party on a non-confidential basis from a source other than the Owner, which is not prohibited from disclosing such information by obligation to the Owner; (c) is known by the other Party prior to its receipt from the Owner without any obligation of confidentiality with respect thereto; or (d) is developed by the other Party independently of any disclosures made by the Owner.

2. IMPLEMENTATION PLAN; NOTICE TO PROCEED

2.1. Project Framework. This Agreement sets forth the terms whereby Tyler shall provide to the End User, and the End User shall acquire from the Tyler, the following (and each on the terms and subject to the conditions of this Agreement): (a) a license for the Licensed Property for the License Fee; (b) certain implementation, installation, testing, and training services related to the Licensed Software for the T&M fees set forth in the Investment Summary; and (c) certain maintenance and support services.

2.2. Implementation Plan.

(a) Within ninety (90) days of the Effective Date (or upon such other schedule as the Parties may mutually agree), Tyler shall devote sufficient resources to develop an Implementation Plan. The Implementation Plan shall provide for timetables, fees and expenses for, among other things, (i) the development of Local Enhancements for the End User, (ii) the delivery and installation of the applicable Licensed

Software for the End User, (iii) the training of End User personnel, (iv) the staffing plan for the implementation of the Project, and (v) a scheduled timetable for periodic update reporting on the status of the project by parties to the respective End User's Commissioners Court. Tyler shall provide End User with a revised Investment Summary which shall, upon issuance of a Notice to Proceed by the End User, be incorporated into this End User License Agreement.

- (b) Tyler is authorized to invoice the End User for the Implementation Plan, on a T&M basis as set forth in the Investment Summary, which shall be invoiced and paid in accordance with Section 4.4.
- (c) Within ninety (90) days of the completion of the Implementation Plan (or upon such other schedule as the Parties may mutually agree in writing), End User shall, in End User's sole discretion, either (i) issue a Notice to Proceed with the Project, subject to the terms and conditions of this Agreement or (ii) issue a Termination Notice.
- (d) If End User issues a Notice to Proceed, the license fee shall be due and payable as set forth in Section 4.1.
- (e) If End User issues a Termination Notice, then: (i) this Agreement shall terminate as of the date of such termination notice; (ii) End User shall have no further obligation to participate in the Project, except for paying Tyler for all costs and expenses incurred by Tyler in performing the Implementation Plan, which shall be paid within thirty (30) business days of the Termination Notice; and (iii) within thirty (30) Business Days of any such termination, each party shall return all products, documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination.

3. TITLE AND LICENSE

3.1. License Grant. In consideration for the License Fee, which shall be due and payable as set forth in Section 4, Tyler hereby grants to End User a non-exclusive, royalty-free, revocable license (and sublicense with respect to the Embedded Third Party Software) to use the Licensed Property for End User's internal administration, operation, and/or conduct of End User's business operations by an unlimited number of users employed by End User on an unlimited number of computers and/or computer stations utilized by End User. Upon End User's payment of the License Fee in full, the foregoing licenses shall become irrevocable, subject to the restrictions on use set forth herein.

3.2. Restrictions. Unless otherwise expressly set forth in this Agreement, End User shall not (a) reverse engineer, de-compile, or disassemble any portion of the Licensed Software or (b) sublicense, transfer, rent, or lease the Licensed Software or its usage. To the extent End User employs contractors, subcontractors, or other third parties to assist in the Project, End User shall obtain from such third parties an executed Tyler confidentiality agreement prior to such parties being permitted access to Tyler Confidential and Proprietary Information.

3.3. Copies. End User may make and maintain such copies of the Licensed Property as are reasonably appropriate for its use and for archival and backup purposes; provided, however, that End User shall retain all proprietary notices, logos, copyright notices, and similar markings on such copies.

3.4. Embedded Third Party Software. The license grant set forth in Section 3.1 includes the right to use any Embedded Third Party Software; provided, however, that such access to and use of such Embedded Third Party Software shall be according to such terms, conditions, and licenses as are imposed by the manufacturers and/or third party licensors of such Embedded Third Party Software. All such Embedded Third Party Software shall be included in the License Fee. Tyler shall pass through to End User any and all warranties granted to Tyler by the owners, licensors, and/or distributors of such Embedded Third Party Software. End User shall be responsible for procuring and paying for all Third Person Software.

3.5. Title.

(a) Tyler represents and warrants that it is the owner of all right, title, and interest in and to the Licensed Software (other than Embedded Third Party Software) and all components and copies thereof. Nothing in this Agreement shall be deemed to vest in End User any ownership or intellectual property rights in and to Tyler's intellectual property (including, without limitation, Tyler Confidential and Proprietary Information), any components and copies thereof, or any derivative works based thereon prepared by Tyler.

(b) All training materials developed solely by either Party shall be the sole property of such Party. Any training materials developed jointly by the Parties shall be owned jointly by the Parties, and each Party shall be entitled to exercise all rights of ownership of such materials without any duty to account to the other, subject to Section **Error! Reference source not found.**

(c) All End User data shall remain the property of End User. Tyler shall not use End User data other than in connection with providing the services pursuant to this Agreement.

3.6. End User Modifications. Tyler shall have no liability pursuant to this Agreement or the Software Maintenance Agreement for any damages or defects to the Licensed Software caused, directly or indirectly, by End User Modifications or other changes to the Licensed Software that are implemented without the prior written consent of Tyler.

4. FEES AND INVOICING

4.1. License Fee. End User shall pay the License Fee in accordance with the following payment plan:

Payment Event	% of License Fee Payable
Contract Execution	100%

Invoices shall be sent to End User upon each Payment Event, which shall be paid in accordance with Section 4.4 and Section 4.5.

4.2. Professional Services Charges. T&M charges for all professional services to be performed hereunder shall be invoiced and paid by End User in accordance with Section 4.4.

4.3. Expenses. End User shall reimburse Tyler for travel, lodging, and food expenses actually and reasonably incurred by Tyler in performing its professional services herein in accordance with Section 4.4.

4.4. Invoice and Payment for Implementation Services. Tyler shall invoice End User for implementation services and associated expenses billed on a T&M basis herein on a monthly basis. Each invoice shall state the total invoiced amount and shall be accompanied by a reasonably detailed itemization of services and expenses. Following receipt of a properly submitted invoice, End User shall pay amounts owing therein thirty (30) days in arrears. All payments shall be made in U.S. currency. Any undisputed sum not paid when due shall bear interest at a rate of prime rate (as set forth in the Wall Street Journal) plus one percent (1%) per annum or the highest rate allowed by governing law, whichever is less.

4.5. Invoice and Payment of License Fees and Maintenance and Support Fees. License Fees and Maintenance and Support Fees, as set forth on the Investment Summary, shall be invoiced and paid as set forth below:

- (a) Tyler shall invoice the Texas Conference of Urban Counties (the "CUC") for License Fees and Maintenance and Support Fees incurred by the End User in accordance with the terms of the CUC Master Agreement. Tyler shall use reasonable efforts to submit such invoices to the CUC sixty (60) days prior to the initial License Fee and/or Maintenance and Support Fee due date or the anniversary thereof, as applicable.
- (b) The CUC shall be responsible for invoicing End User and collecting payments from End User with respect to the License Fees and Maintenance and Support Fees. The CUC shall promptly, but in any event within thirty (30) days of receipt of License Fees and Maintenance and Support Fees

from End User, remit to Tyler all License Fees and Maintenance and Support Fees collected on behalf of an End User. In the event that the CUC fails to timely perform its invoice, collection, and remittance obligations under this section, Tyler shall have the right, in its sole discretion and upon written notice to the CUC and End User, to invoice End User directly for all future License Fees and Maintenance and Support Fees.

5. PROJECT IMPLEMENTATION

5.1. Professional Services. Attached hereto as Schedule 1 is Tyler's good faith estimate of the hours and fees associated with the services to be performed by Tyler for End User, including travel time by Tyler's personnel from Tyler's place of business to and from End User's place of business, and for which End User shall pay on a T&M basis. Additional services requested by End User which are beyond those hours detailed in Schedule 1 will be billed at Tyler's then current services rates.

5.2. Office Space. End User shall, at its sole expense, provide reasonable access to office space, telephone access, network access (including providing Tyler reasonable access to a secure virtual private network connection or other comparable connection for use by Tyler from time to time on a non-dedicated basis), Internet connections, and such other facilities as may be reasonably requested by Tyler for use by Tyler personnel for the purpose of performing this Agreement while such personnel are working on-site and engaged in Project-related services.

5.3. Third Person Hardware and Third Person Software. End User shall be responsible to purchase, install, and configure all Third Person Hardware and Third Person Software. Tyler shall have no liability for defects in the Third Person Hardware or Third Person Software.

5.4. Cooperation. End User acknowledges that the implementation of the Project is a cooperative process requiring the time and resources of End User personnel. End User shall, and shall cause its personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to timely implement the Project, including, without limitation, providing reasonable information regarding its operations and reasonable access to its facilities. Tyler shall not be liable for failure to timely implement the Project when such failure is due to Force Majeure (as identified in Section 19.15) or to the failure by End User personnel to provide such cooperation and assistance (either through action or omission).

6. DELIVERY AND INSTALLATION OF THE LICENSED SOFTWARE

6.1. Delivery; Risk of Loss. Tyler shall deliver the Licensed Software to End User's place of business. Risk of loss of the Licensed Software, and media on which such may be delivered, shall remain with Tyler at all times until completed delivery.

6.2. Installation; Diagnostic Testing. Tyler shall install the Licensed Software at End User's place of business. Upon installation, Tyler shall conduct its standard diagnostic evaluation to determine that the Licensed Software is properly installed and shall notify the End User's Project Manager in writing after successful completion thereof.

7. VERIFICATION OF THE LICENSED SOFTWARE; FINAL ACCEPTANCE

7.1. Verification Procedure. Upon installation of the Licensed Software in accordance with the timetables set forth in the Implementation Plan, Tyler shall perform its standard test procedures and shall certify to End User that the Licensed Software is in substantial conformance with Tyler's then current published specifications (the "Verification Procedure") and is ready to commence Operational Use.

7.2. Optional End User Validation. End User may, in its sole and absolute discretion, monitor the Verification Procedure by performing its own defined internal validation process to test the software to determine if it substantially complies with Tyler's then current published specifications. Such validation test shall constitute End User's validation.

7.3. Results Final; Correction. Tyler's verification or End User's validation that the Licensed Software substantially complies with the then current published specifications shall be final and conclusive except for latent defect, fraud, and such gross mistakes that amount to fraud. In the event said verification / validation becomes other than final, End User's right

and remedy against Tyler shall be to require Tyler to correct the cause thereof or exercise its rights under Section 17.2. If End User has made modifications to the software programs, Tyler will not make such corrections, unless such modifications were specifically authorized in writing by Tyler.

7.4. Operational Use. Notwithstanding anything to the contrary herein, End User's use of the Licensed Software for its intended purpose ("Operational Use") shall constitute Tyler's verification or End User's validation of the software products, without exception and for all purposes.

7.5. Final Acceptance. When the Licensed Software is ready to commence Operational Use, End User shall be deemed to have "Final Acceptance" of the Licensed Software, this Agreement shall terminate (subject to Section 17.3 (Survival)), and the Licensed Software shall then become subject to the terms and conditions of the Software Maintenance Agreement.

8. TRAINING

To the extent that training services are included in Schedule 1, Tyler shall train End User in accordance with a mutually agreeable training plan. The training plan shall outline the training required for personnel to operate the Licensed Software. Tyler shall provide End User personnel with only the number of hours of training for the respective portions of the Licensed Software as set forth in the Schedule 1. Training shall be provided at End User's principal place of business or other site selected by End User. Training shall be performed according to the training plan, but in any event shall be "hands-on" using production-ready versions of the Licensed Software. The courses shall train End User's employees or agents in a manner to provide basic end user training. End User shall be responsible for providing an adequately equipped training facility to operate the Licensed Software.

9. MAINTENANCE SERVICES

9.1. Maintenance and Support Agreement. Upon the commencement of Operational Use, Tyler shall provide End User with maintenance and support services for the Licensed Software, and End User shall pay the Maintenance and Support Fees.

9.2. Responsibilities of End User. In addition to the other responsibilities set forth herein, End User shall: (a) provide all training of its personnel; (b) collect, prepare, and enter all data necessary for the day-to-day operations of the Licensed Software; (c) retain separate copies of all conversion data delivered to Tyler; (d) provide the computer system on which the Licensed Software will be loaded and operated; (e) provide the requisite networks; (f) maintain an internal help desk function; (g) prior to Project completion, install all changes or updates into the Licensed Software and Third Person Software products that are furnished by Tyler for the purpose of correcting failures of the Licensed Software to conform to, and perform in accordance with, the requirements of this Agreement; and (h) maintain, as part of End User's computer system, a secure Microsoft VPN connection for use by Tyler.

10. CONFIDENTIAL AND PROPRIETARY INFORMATION

10.1. Protection of Confidential and Proprietary Information. Each Party shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey the other Party's Confidential and Proprietary Information, and each Party shall not use, make, sell, or otherwise exploit any such other Party's Confidential and Proprietary Information for any purpose other than the performance of this Agreement, without the other Party's written consent, except: (a) as may be required by law, regulation, judicial, or administrative process; or (b) as required in litigation pertaining to this Agreement, provided that the other Party is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order. The Parties shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section 10.1 and a Party shall be responsible for breaches by such persons acting by or for such Party.

10.2. Judicial and Administrative Proceedings. If a Party is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, requirements of the Texas Public Information Act, or other similar process) to disclose any Confidential and Proprietary Information of the other Party (the "Owner"), such Party shall provide the Owner with prompt written notice of such request or requirement so that the Owner may seek

protective orders or other appropriate remedies and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by the Owner, the Party nonetheless is legally compelled to disclose the Owner's Confidential and Proprietary Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, the Party may, without liability herein, disclose only that portion of the Owner's Confidential and Proprietary Information required to be disclosed, provided that the Party uses reasonable efforts to preserve the confidentiality of the Owner's Confidential and Proprietary Information, including, without limitation, by cooperating with the Owner to obtain an appropriate protective order or other administrative relief.

11. ESCROW

Tyler maintains an Escrow Agreement with an Escrow Agent under which Tyler places the source code of each major release. At End User's request, Tyler will add End User as a beneficiary on its Escrow Agreement upon payment in full of the License Fee. End User will be invoiced the annual beneficiary fee by Tyler and is solely responsible for maintaining its status as a beneficiary. Release of the escrowed material shall be governed by the terms of the Escrow Agreement and the use thereof shall be restricted by Sections 2.2 and 10 of this Agreement.

12. REPRESENTATIONS AND WARRANTIES

12.1. Project Personnel. All Tyler personnel utilized in connection with fulfilling its obligations pursuant to or arising from this Agreement shall be employees of Tyler or, if applicable, Tyler's subcontractor(s), shall be qualified to perform the tasks assigned them, and shall be in compliance with all applicable laws relating to employees generally, including, without limitation, immigration laws.

12.2. Media Defects. The media on which the Licensed Software is provided shall, at the time of delivery and installation, be free of Defects in material and workmanship.

12.3. Pass-Through of Warranties. Tyler hereby passes through the benefits of all third party warranties that it receives in connection with any product provided to End User.

12.4. No Actions, Suits, or Proceedings. There are no actions, suits, or proceedings, pending or, to the knowledge of Tyler, threatened, that shall have a material adverse effect on Tyler's ability to fulfill its obligations pursuant to or arising from this Agreement.

12.5. Compliance with Laws. In performing this Agreement, Tyler shall comply with all applicable material licenses, legal certifications, or inspections. Tyler shall also comply in all material respects with applicable federal, state, and local statutes, laws, ordinances, rules, and regulations.

12.6. Ownership. Tyler is a Delaware corporation that is listed for trading on the New York Stock Exchange. No director, officer, or 5% or more stockholder shall, during the course of this Agreement, receive or confer improper personal benefits or gains associated with the performance of the services outlined in this Agreement.

12.7. Certain Business Practices. Neither Tyler nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. Tyler further represents and warrants that it is not listed on any local, End User, state or federal consolidated list of debarred, suspended, and ineligible contractors and grantees. No person (other than permanent employees of Tyler) has been engaged or retained by Tyler to solicit, procure, receive, accept, arrange, or secure this Agreement for any compensation, consideration, or value.

12.8. Illicit Code. The Licensed Software, when delivered and installed by Tyler, does not contain, and Tyler has not knowingly introduced through any media, any virus, worm, trap door, back door, bomb, bug, or other contaminant or disabling device, including, without limitation, any timer, clock, counter or other limiting routines, codes, commands, or instructions that may have the effect or be used to access, alter, delete, limit, control, damage, or disable any End User property.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 12 OR ELSEWHERE IN THIS AGREEMENT, TYLER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED

WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

13. LIMITATION OF LIABILITY

TYLER'S LIABILITY TO END USER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO: (A) PRIOR TO OPERATIONAL USE, THE LICENSE FEES PAID BY END USER; AND (B) AFTER OPERATIONAL USE, TYLER'S OBLIGATIONS AS SET FORTH IN THE TERMS AND CONDITIONS OF THE SOFTWARE MAINTENANCE AGREEMENT. THE FOREGOING LIMITATIONS DO NOT APPLY TO THE FOLLOWING CIRCUMSTANCES: (1) FRAUD; OR (2) BREACH OF SECTION 14.1 (CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE) OR SECTION 14.2 (INTELLECTUAL PROPERTY INFRINGEMENT).

IN NO EVENT SHALL TYLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

14. INDEMNIFICATION

14.1. General – Bodily Injury and Property Damage. Notwithstanding any other provision of this Agreement, Tyler shall defend, indemnify, hold, and save harmless the Indemnified Parties from and against any and all Claims for bodily injury or property damage sustained by or asserted against End User arising out of, resulting from, or attributable to the negligent or willful misconduct of Tyler, its employees, subcontractors, representatives, and agents; provided, however, that Tyler shall not be liable herein to indemnify End User against liability for damages arising out of bodily injury to people or damage to property to the extent that such bodily injury or property damage is caused by or resulting from the actions, negligent or otherwise, of End User, its agents, contractors, subcontractors, or employees.

14.2. Intellectual Property.

(a) Notwithstanding any other provision of this Agreement, if any claim is asserted, or action or proceeding brought against Indemnified Parties that alleges that all or any part of the Licensed Property, in the form supplied, or modified by Tyler, or Indemnified Party's use thereof, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title, or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the Indemnified Party, upon its awareness, shall give Tyler prompt written notice thereof. Tyler shall defend, and hold the Indemnified Party harmless against, any such claim or action with counsel of Tyler's choice and at Tyler's expense and shall indemnify the Indemnified Party against any liability, damages, and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, the Indemnified Party shall cooperate with and may monitor Tyler in the defense of any claim, action, or proceeding and shall, if appropriate, make employees available as Tyler may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is attributable to modifications to the Licensed Software made by the Indemnified Party, or any third party pursuant to the Indemnified Party's directions, or upon the unauthorized use of the Licensed Property by the Indemnified Party.

(b) If the Licensed Property becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third party, Tyler shall, at its sole cost and expense, select and provide one of the following remedies, which selection shall be in Tyler's sole discretion: (i) promptly replace the Licensed Property with a compatible, functionally equivalent, non-infringing system; or (ii) promptly modify the Licensed Property to make it non-infringing; or (iii) promptly procure the right of End User to use the Licensed Property as intended.

15. TAXES

15.1. Tax Exempt Status. End User is a governmental tax-exempt entity and shall not be responsible for any taxes for any Licensed Property or services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Agreement.

15.2. Employee Tax Obligations. Each Party accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed pursuant to or arising from any state or federal laws which are measured by the wages, salaries, or other remuneration paid to persons employed by such Party for work performed under this Agreement.

16. INSURANCE

Tyler shall provide, upon the written request of End User (which shall not be less than thirty (30) days after the Effective Date), proof of insurance for and maintain, at Tyler's sole cost and expense, the following insurance coverage issued with an insurance carrier with a Best Key rating of "A VII" or higher: (a) Industrial/Workers' Compensation Insurance protecting Tyler and End User from potential Tyler employee claims based upon job-related sickness, injury, or accident during performance of this Agreement; and (b) Comprehensive General Liability (including, without limitation, bodily injury and property damage) insurance with respect to Tyler's agents and vehicles assigned to perform the services herein with policy limits of not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate. End User shall be named as an additional insured party and such notation shall appear on the certificate of insurance furnished by Tyler's insurance carrier.

17. TERM, SUSPENSION, AND TERMINATION

17.1. Term. The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue until the sooner of: (a) Final Acceptance; or (b) the Agreement is terminated for Cause pursuant to Section 17.2.

17.2. Termination for Cause. Either Party may terminate this Agreement for Cause, provided that such Party follows the procedures set forth in this Section 17.2.

(a) For purposes of this Section, "Cause" means either:

(i) a material breach of this Agreement, which has not been cured within ninety (90) days of the date such Party receives written notice of such breach;

(ii) the failure by End User to timely pay when due any fees and expenses owed to Tyler pursuant to this Agreement and any delinquent amounts remain outstanding for a period of thirty (30) days after Tyler provides written notice of its intent to terminate for failure to pay;

(iii) breach of Section **Error! Reference source not found.**; or

(iv) if Tyler becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.

(b) No Party may terminate this Agreement under Section 17.2(a)(i) unless it cooperates in good faith with the alleged breaching Party during the cure period and complies in good faith with the dispute resolution procedures set forth in Section 18 following such period.

(c) In the event either Party terminates this Agreement pursuant to this Section 17.2, each Party shall return all products, documentation, confidential information, and other information disclosed or otherwise delivered to the other Party prior to such termination and all revocable licenses granted herein shall terminate.

17.3. Survival. The following provisions shall survive after the Term of this Agreement: 1;3; **Error! Reference source not found.**; 11; 13; 14; 15; 17; 18; and 19.

18. DISPUTE RESOLUTION

Disputes arising out of, or relating to, this Agreement shall first be discussed by the Project Managers. Any dispute that cannot be resolved within five (5) Business Days at the Project Manager level (or such other date as agreed upon by the Project Managers) shall be referred to the individual reasonably designated by End User and Tyler's Vice President of Courts and Justice Systems Division assigned to End User's account ("Intermediary Dispute Level"). Any dispute that cannot be resolved in ten (10) Business Days at the Intermediary Dispute Level shall then be referred to End User's chief executive officer or other individual reasonably designated by End User and Tyler's President of Courts and Justice Systems Division ("Executive Dispute Level"), at such time and location reasonably designated by the Parties. Any negotiations pursuant to this Section 18 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the Parties are unable to resolve through informal discussions or negotiations or pursuant to the dispute resolution and escalation procedures set forth in this Agreement, the Parties shall submit the matter to binding arbitration. Any such arbitration proceeding shall be governed by the rules of the American Arbitration Association. Any award or other relief granted by the arbitrators may be enforced in any court of competent jurisdiction. The foregoing shall not apply to claims for equitable relief under Section **Error! Reference source not found.**

19. MISCELLANEOUS

19.1. Assignment. Neither Party may assign this Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other Party, which consent shall not be unreasonably withheld.

19.2. Subcontractors. Tyler shall not utilize any subcontractor(s) without the prior written consent of End User's Project Manager, which consent shall not be unreasonably withheld. The approval by End User of Tyler's right to use subcontractor(s) shall not waive or relieve Tyler from Tyler's obligations pursuant to this Agreement.

19.3. Cumulative Remedies. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.

19.4. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the Parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the Parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

19.5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19.6. Waiver. The performance of any obligation required of a Party herein may be waived only by a written waiver signed by the other Party, which waiver shall be effective only with respect to the specific obligation described therein.

19.7. Entire Agreement. This Agreement constitutes the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

19.8. Amendment. This Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All amendments or modifications of this Agreement shall be binding upon the Parties despite any lack of consideration.

19.9. Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms.

19.10. Relationship of Parties. The Parties intend that the relationship between the Parties created pursuant to or arising from this Agreement is that of an independent contractor only. Neither Party shall be considered an agent, representative, or employee of the other Party for any purpose.

19.11. Governing Law. Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the state of the domicile of End User, without regard to or application of choice of law rules or principles.

19.12. Audit. Tyler shall maintain complete and accurate records of all work performed pursuant to and arising out of this Agreement. End User may, upon the written request of the Project Manager, audit any and all work or expense records of Tyler relating to materials and/or services provided herein. End User shall provide Tyler twenty-four hour notice of such audit or inspection. Tyler shall have the right to exclude from such inspection any Tyler Confidential and Proprietary Information not otherwise required to be provided to End User as a part of this Agreement. Tyler shall make such books and records available to End User during normal business hours. Any such audit shall be conducted at Tyler's principal place of business during Tyler's normal business hours and at End User's sole expense.

19.13. No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

19.14. Contra Proferentem. The doctrine of *contra proferentem* shall not apply to this Agreement. If an ambiguity exists in this Agreement, or in

a specific provision, neither the Agreement nor the provision shall be construed against the Party who drafted the Agreement or provision.

19.15. Force Majeure. No Party to this Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one Party, that Party shall notify the other Party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the Party claiming excusable delay. Any performance times pursuant to or arising from this Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein.

19.16. Equitable Relief. Each Party covenants, represents, and warrants that any violation of this Agreement by such Party with respect to its respective obligations set forth in Sections 3.2 and **Error! Reference source not found.** shall cause irreparable injury to the other Party and shall entitle the other Party to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

19.17. Attorneys' Fees and Costs. If attorneys' fees or other costs are incurred by either Party to secure the performance of any obligations under this Agreement, or to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing Party shall be entitled to recover from the other Party its reasonable attorneys' fees and costs incurred in connection therewith.

[Remainder of this page intentionally left blank]

Maintenance and Support Services Agreement

This Maintenance and Support Services Agreement (this "M&S Agreement") is made and entered into as of the Effective Date by and between Tyler and End User.

WHEREAS, Tyler and End User have entered into that certain Software License and Professional Services Agreement (the "License Agreement") pursuant to which, among other things, End User has acquired a license to Tyler's Licensed Software.

WHEREAS, End User desires Tyler to perform, and Tyler desires to perform, certain maintenance and support services related to the Licensed Software.

NOW, THEREFORE, in consideration of the promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties acknowledge, the parties agree as follows:

1. CERTAIN DEFINITIONS

1.1. Terms Not Defined. Terms not otherwise defined herein shall have the meanings assigned to such terms in the License Agreement.

1.2. Business Day means Monday through Friday, excluding Tyler Holidays.

1.3. Business Hour means 7:00 a.m. to 7:00 p.m., Central Time during Business Days.

1.4. Circumvention or Circumvention Procedures means, as applied to a Documented Defect, a change in operating procedures whereby End User can reasonably avoid any deleterious effects of such Documented Defect. If a Circumvention Procedure is not acceptable to End User, End User may escalate this Defect as set forth in Section 3.11.

1.5. Defect means any bug, error, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of Tyler that renders the Licensed Software in non-conformance with Tyler's then current published specifications.

1.6. Documented Defect means a Defect that End User documents for Tyler pursuant to Section 2.1.

1.7. Essential Functionality means any operational aspect of the Licensed Software that is required for immediate and ongoing business continuity by one or more users and which adversely impacts business in a crucial or critical manner.

1.8. Non-Essential Functionality means any operational aspect of the Licensed Software that will not interrupt business continuity or which will not adversely impact business in a crucial or critical manner.

1.9. Legislative Change means a refinement, enhancement, or other modification to the Licensed Software necessary to comply with final, statewide legislation or administrative regulation affecting in the same manner all clients in End User's state that are similarly situated with respect to the legislation and pertaining to: (a) existing reports, exports, or data exchanges; (b) new reports; (c) new data entry fields for state reporting; (d) new fee calculations; (e) new disposition templates; (f) new sentence templates; or (g) new citation templates. Legislative Changes do not include the expansion of End User's constitutional or operational responsibilities beyond those that exist as of the Effective Date.

1.10. Effective Date has the meaning set forth in Section 8.1.

1.11. Service Level 1 Defect means a Documented Defect that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of End User's remote locations; or (c) systemic loss of multiple essential system functions.

1.12. Service Level 2 Defect means a Documented Defect that causes (a) repeated, consistent failure of Essential Functionality affecting more than one user or (b) loss or corruption of data.

1.13. Service Level 3 Defect means a Service Level 1 Defect with an existing Circumvention Procedure, or a Service Level 2 Defect that affects only one user or for which there is an existing Circumvention Procedure.

1.14. Service Level 4 Defect means a Documented Defect that causes failure of Non-Essential Licensed Software functionality or a cosmetic or other Documented Defect that does not qualify as any other Service Level Defect.

1.15. Third Person Software means all third party software required for the operation and use by End User of the Licensed Software consistent with the license granted to End User.

1.16. Version Release means new versions of the Licensed Software that contain technical improvements, functional enhancements, updates, extensions, and/or maintenance changes to the Licensed Software.

1.17. Tyler Holidays means one (1) day for a New Year's holiday, Good Friday, Memorial Day, a one (1) day holiday for Independence Day, Labor Day, Thanksgiving Day and the day after, and two (2) days during Christmas time. The exact date for any rolling holiday will be published on the Tyler website in advance of the date.

2. END USER RESPONSIBILITIES

2.1. Documenting Defects. End User must document all Defects in writing with sufficient information to recreate the Defect or otherwise clearly and convincingly document or evidence its occurrence, including, but not limited to, the operating environment, data set, user, or any other such information that Tyler may reasonably request. End User shall deliver such information to Tyler concurrently with its notification to Tyler of a Defect. End User shall use all reasonable efforts to eliminate any non-application related issues prior to its notification to Tyler of such Defect, including, but not limited to, issues related to the network, user training, End User-produced extensions, and data problems not caused by the Licensed Software. Any technical or other issue for which End User requests services, but which is not a Documented Defect, shall be treated as a request for other services and governed by Section 4.

2.2. Other End User Responsibilities. End User shall:

- (a) maintain all required Third Person Software to the release level compatible with the installed version(s) of the Licensed Software;
- (b) establish and maintain an internal help desk to be the central point of contact and communication between the end users and Tyler's support staff. In the event that the End User is unable to establish and maintain an internal help desk, End User may select up to twenty (20) "super users" who may contact Tyler's help desk.
- (c) provide training on the Licensed Software to its employees;
- (d) allow Tyler to install patches and other maintenance releases provided by Tyler;
- (e) allow remote access by Tyler to End User's servers and data via a Microsoft VPN connection or CISCO VPN client or other mutually agreeable protocol, provided, however, that End User acknowledges that failure to provide a timely and practical remote access method may negatively impact Tyler's ability to perform its responsibilities under this M&S Agreement;
- (f) implement and perform appropriate data backup and data recovery procedures related to the Licensed Software. In no event shall Tyler be held liable for any loss or other damage associated with the loss or destruction of any data related to the Licensed Software that is attributable to End User's failure to implement and perform such procedures on a timely and regular basis; and
- (g) provide onsite installation, new integration, training, and other responsibilities with respect to Version Releases as set forth in Section 5.

3. TYLER RESPONSIBILITIES – SUPPORT SERVICES

3.1. General Services for Reporting Production Documented Defects.

(a) Tyler shall provide End User with procedures for contacting support staff during normal business hours (7:00 a.m. to 7:00 p.m., Central Time, Monday through Friday, excluding Tyler Holidays) for reporting Documented Defects. Tyler shall assist End User in the diagnosis of any Documented Defect, including the assigned Service Level and Tyler's tracking number.

(b) For each reported Documented Defect, Tyler shall assign appropriate personnel to diagnose and correct the Documented Defect, and where appropriate, identify Circumvention Procedures. Tyler's initial response shall include an acknowledgement of notice of the Documented Defect, confirmation that Tyler has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect and avoiding further deleterious consequences of the Documented Defect.

3.2. Service Level 1 Defects. Tyler shall provide an initial response to Service Level 1 Defects within one (1) Business Hour of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defects or provide a Circumvention Procedure within one (1) Business Day. Tyler's responsibility for loss or corrupted data is limited to assisting End User in restoring its database to a known, accurate state.

3.3. Service Level 2 Defects. Tyler shall provide an initial response to Service Level 2 Defects within four (4) Business Hours of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defects or provide a Circumvention Procedure within five (5) Business Days. Tyler's responsibility for loss or corrupted data is limited to assisting End User in restoring its database to a known, accurate state.

3.4. Service Level 3 Defects. Tyler shall provide an initial response to Service Level 3 Defects within one (1) Business Day of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defect without the need for a Circumvention Procedure with the next published maintenance update or service pack, which shall occur at least quarterly. Tyler's responsibility for lost or corrupted data is limited to assisting End User in restoring its database to a known, accurate state.

3.5. Service Level 4 Defects. Tyler shall provide an initial response to Service Level 4 Defects within two (2) Business Days. Tyler shall use commercially reasonable efforts to resolve such Non-Essential Documented Defect within two version release cycles and a cosmetic or other Documented Defect that does not qualify as any other Service Level Defect with a future Version Release.

3.6. Technical Server & Systems Support. Tyler shall use commercially reasonable efforts to provide End User with technical support to assist End User with troubleshooting the loss of functionality of Licensed Software for reasons other than a Documented Defect. Tyler technical support shall be limited to:

- (a) assisting the End User with isolating the source of Licensed Software failure due to systems-level hardware, Third Party Software, network, client-level hardware or peripherals;
- (b) providing recommendations to End User regarding resolution of said non-defect failure(s); and
- (c) providing End User with assistance on basic maintenance and administration of the Licensed Software environment, including basic data backup and restore procedures, deployment of Version Releases, and setup of supported peripheral devices for use with the Licensed Software

3.7. 24 X 7 Emergency Support. Tyler shall provide the End User with procedures for contacting support staff after normal business hours for the limited purpose of reporting emergency application unavailability issues (such as a Level 1 Defect) within the Licensed Software. Tyler shall use commercially reasonable efforts to provide the response set forth in Section 3.2.

3.8. Saturday Technical Support. Tyler shall use commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to allow assistance to End User IT staff. This option is available for the application of patches and full release upgrades as well as consulting with the End User IT staff for server maintenance and configuration for the licensed software environment.

3.9. Base Version Level for Correction. Tyler shall correct or otherwise cure Documented Defects to the current Version Release of Licensed Software made available to End User and either the immediately preceding Version Release or all Version Releases released to End User within the prior one (1) year, whichever is greater.

3.10. Legislative Change Support. Tyler will use its commercially reasonable efforts to implement Legislative Changes within the time frames set forth in the applicable legislation, but in any event in the next Version Release. Tyler's sole liability for implementing Legislative Changes in any calendar year shall be limited to the number of hours of analysis, development, post release data migration, and testing services, at Tyler's then current hourly rates, equal to not more than 20% of the total Annual Maintenance Fees for the Licensed Software paid by all clients with Legislative Change Support in End User's state during such calendar year; to the extent additional programming services are required, such services shall be billed to End User at End User's contractual billing rates, or at Tyler's then current hourly rates if no contractual billing rates are in effect. Notwithstanding the foregoing, End User shall be responsible for the cost of any other services required to implement a Legislative Change, including, without limitation, training, configuration, project management, or data conversion from external sources. Upon the mutual determination of the need for a Legislative Change that exceeds the limitations set forth above, Tyler shall provide End User with a written statement identifying the total number of hours that Tyler is liable for Legislative Change Support as calculated above plus a good faith estimate of the additional cost to End User. Such additional costs, if any, shall be prorated as a percentage of Annual Maintenance and Support Fees among all clients in End User's state with Legislative Change Support.

3.11. Escalation Procedure. If Tyler is unable to resolve any Service Level 1 or Service Level 2 Defect as provided in this Section 3, End User may immediately escalate the issue to End User's Project Manager or Designee and Tyler's Director of Client Services. Tyler and End User will use good faith reasonable efforts to meet, discuss, and agree upon a resolution plan for the affected Defect. If End User's Project Manager or Designee and Tyler's Director of Client Services cannot agree upon an acceptable resolution plan within 24 hours of such initial escalation, or such other reasonable time as the parties may agree, End User may further escalate the issue to End User's next Administrative Level and Tyler's Division Chief Operating Officer or Division President who shall have final authority to negotiate an acceptable resolution plan.

4. ADDITIONAL SUPPORT SERVICES

End User may request support services in addition to the standard maintenance offering (a "Service Request"). Such other support services may include, without limitation, services related to: (a) additional training; (b) technical assistance; (c) programming services; (d) installation of add-on components; and/or (e) business analysis. Tyler shall provide to End User a written response to the request which describes in detail the anticipated impact of the request on the existing Licensed Software, the time required to perform such services, an implementation plan, and a schedule of the fees related thereto. Fees for additional support services shall be billed by Tyler directly to End User and shall be invoiced monthly, which shall be due and payable in accordance with Section 7.2.

5. VERSION RELEASES

Tyler shall notify End User of the occurrence of a new Version Release and shall provide End User with such Version Releases for the Licensed Software. The delivery of each Version Release shall include a complete, installable copy of the Licensed Software, together with release notes and other appropriate documentation. Tyler will provide installation software and instruction for use by End User in installing new Version Releases provided, however, that if Tyler does not provide installation software and instructions, then Tyler shall provide installation assistance to End User at no additional cost. End User shall, at its own expense, be responsible for any configuration assistance, new integration, and training with respect to each Version Release.

6. THIRD PERSON SOFTWARE

6.1. Notice of New Third Person Software. Tyler shall provide End User with advanced notice of any mandated new Third Person Software

revision that shall be required to load a Version Release. Tyler shall use commercially reasonable efforts to minimize the need for End User to rely upon updates of Third Person Software.

6.2. Tyler Certification. At Tyler's expense, Tyler shall certify the compatibility of Third Person Software components used by the Licensed Software and maintain a list of supported Third Person Software release levels. Version Releases shall be certified to supported versions of all required Third Person Software. Tyler shall certify new releases of Third Person Software within a reasonable timeframe.

6.3. Costs. End User is responsible for all costs associated with installing and maintaining Third Person Software versions that are identified on Tyler's list of certified Third Person Software.

6.4. Maintenance. End User is responsible for maintaining software maintenance/update agreements with Third Person Software vendors at End User's expense. At the request of End User, Tyler shall participate with End User in discussions with Third Person Software providers on all software maintenance issues.

7. FEES

7.1. Annual Maintenance Fee. End User shall pay the annual maintenance and support fees as set forth on and in accordance with the timetables of Schedule 1 (the "Maintenance and Support Fees").

7.2. Invoice and Payment. Maintenance and Support Fees shall be invoiced annually in advance as set forth below:

(a) Tyler shall invoice the Texas Conference of Urban Counties (the "CUC") for maintenance and support fees incurred by an End User in accordance with the terms of the CUC Master Agreement and this M&S Agreement. Tyler shall use reasonable efforts to submit such invoices to the CUC sixty (60) days prior to the initial term of the M&S Agreement or the anniversary thereof, as applicable. The CUC shall be responsible for invoicing the End User and collecting payments from the applicable End User with respect to the maintenance and support fees. The CUC shall promptly, but in any event within thirty (30) days of receipt of License Fees and Maintenance and Support Fees, remit to Tyler all maintenance and support fees collected on behalf of an End User. In the event that the CUC fails to timely perform its invoice, collection, and remittance obligations under this section, Tyler shall have the right, in its sole discretion and upon written notice to the CUC and the affected End User, to invoice such End User directly for all future maintenance and support services.

(b) Any undisputed sum not paid when due shall bear interest calculated on an annual basis pursuant to Chapter 2251 of the Texas Government Code as follows. The interest rate shall be the sum of one percent and the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest begins to accrue on the thirty first (31) day after the undisputed amount is due. Interest on an overdue payment stops accruing on the date the End User mails or electronically transmits the payment.

7.3. Each invoice shall include, at a minimum, the total invoiced amount and a reference to the specific items being invoiced under this M&S Agreement. Following receipt of a properly submitted invoice, End User shall pay amounts owed within thirty (30) days. All payments shall be made in U.S. currency. Any undisputed sum not paid when due shall bear interest at a rate of prime rate (as set forth in the Wall Street Journal) plus five percent (5%) per annum or the highest rate allowed by governing law, whichever is less.

7.4. Maintenance on End User-Specific Customer Enhancements. The annual Maintenance and Support Fee may be further increased by agreement of the Parties with respect to (a) maintenance and support of End User-Specific Customer Enhancements requested by End User and (b) material functional enhancements contained in new Version Releases that are not merely technical improvements, updates, extensions and/or maintenance changes to the Licensed Software. End User will have the option to accept or decline any such material functional enhancement that would result in an increase in the Maintenance and Support Fee without

affecting End User's entitlement to receive the remainder of any Version Release in which such enhancement is offered.

7.5. Suspension of Services for Non-payment. Tyler may suspend its performance of services hereunder during any period for which End User does not pay any undisputed Maintenance and Support Fees for a period of time exceeding sixty (60) days. Tyler shall promptly reinstate maintenance and support services upon receipt of payment of all undisputed Maintenance and Support Fees, including all such fees for the period(s) during which services were suspended.

8. TERM AND TERMINATION

8.1. Term. This M&S Agreement shall commence in accordance with Schedule 1 of this M&S Agreement (the "Effective Date") and shall continue in effect for a period of one (1) year; provided, however, that at the end of such initial term, and on each subsequent anniversary of the Effective Date, the term shall automatically extend for an additional year unless a Party provides, at least ninety (90) days prior to the end of the then current term, written notice that it does not wish to extend the term or otherwise terminates the agreement as provided in this Section 8.

8.2. Termination by End User at the End of a Term. End User may terminate this M&S Agreement effective as of the end of the initial term or any subsequent term by giving not less than ninety (90) days' notice of its intent to terminate. End User may, at its option, reinstate maintenance by providing notice to Tyler and making payment of fifty percent (50%) of each year's Maintenance and Support Fees that would have been owed by End User during the lapsed period plus the Maintenance and Support Fees for the then upcoming maintenance year.

8.3. Termination by End User for Cause. End User may terminate this M&S Agreement for "cause" in accordance with this Section 8.3. For purposes of this Section, "cause" means a continuous or repeated failure to cure Documented Defects timely as provided in Section 3. In such event, End User shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which End User is invoking its right to terminate. Following such notice, Tyler shall have ninety (90) days to cure such problems. Following such ninety (90) day period, Tyler and End User shall meet to discuss any outstanding issues. In the event that "cause" still exists at the end of such period, then End User may terminate this Agreement. In the event of a termination under this subsection, Tyler shall return all monies paid to Tyler by End User under this M&S Agreement for the remainder of the then current maintenance period.

9. LIMITATION OF LIABILITY

TYLER'S LIABILITY TO END USER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS M&S AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO FIXING DEFECTS IN ACCORDANCE WITH SECTION 3 OR AS OTHERWISE SET FORTH IN SECTION 8.3.

IN NO EVENT SHALL TYLER BE LIABLE TO END USER FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

10. DISPUTE RESOLUTION

The parties agree to use good faith, reasonable efforts to meet, discuss, and try to resolve any disputes arising out of, or relating to, this M&S Agreement for a period of sixty (60) days. The parties shall include in any such informal meetings persons with appropriate knowledge and authority, including, without limitation, End User's Information Technology Manager and Tyler's Support Manager. Any negotiations pursuant to this Section 10 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the Parties are unable to resolve through informal discussions or negotiations, the Parties shall have the right to pursue any remedies at law.

11. MISCELLANEOUS

11.1. Assignment. Neither party may assign this M&S Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party.

11.2. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth on the signature page, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

11.3. Counterparts. This M&S Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.4. Waiver. The performance of any obligation required of a party herein may be waived only by a written waiver signed by the other Parties, which waiver shall be effective only with respect to the specific obligation described therein.

11.5. Entire Agreement. This M&S Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

11.6. Amendment. This M&S Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All amendments or modifications of this M&S Agreement shall be binding upon the parties despite any lack of consideration.

11.7. Governing Law. Any dispute arising out of or relating to this M&S Agreement or the breach thereof shall be governed by the laws of the state of the domicile of End User, without regard to or application of choice of law rules or principles.

11.8. No Third Party Beneficiaries. Nothing in this M&S Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

11.9. Contra Proferentem. The doctrine of contra proferentem shall not apply to this M&S Agreement. If an ambiguity exists in this Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the party who drafted the M&S Agreement or provision.

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**CUC Master Agreement
Amendment No. 1**

This Amendment No. 1 (this "Amendment") to the Master Software License and Professional Services Agreement is entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and the Texas Conference of Urban Counties, Inc. (the "CUC"). This Amendment shall become effective as of the last date set forth on the signature page below (the "Effective Date").

WHEREAS, on September 9, 2009, Tyler and the CUC entered into that certain CUC Master Agreement (the "Agreement"); and

WHEREAS, pursuant to Section 14.7 of the Agreement, Tyler and the CUC desire to amend the terms of the Agreement as more particularly described herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which both parties mutually acknowledge, the parties agree as follows:

1. Defined Terms. Terms used but not otherwise defined in this Amendment shall have the meaning assigned to such terms in the Agreement.
2. Strategic Initiatives means software development projects: (a) that result in new functionality jointly identified by Tyler and the CUC as having significant value and/or return-on-investment to counties; (b) that can be packaged or bundled as discrete software options; and (c) which the parties can reasonably determine that a market exists for the resale of such functionality sufficient to provide a return on investment to Tyler and the CUC consistent with industry standards.
3. CUC as End User Services Aggregator for Strategic Initiatives. The CUC, as a representative of End Users, shall manage the relationship of End Users and shall have the authority to represent the End Users collectively for the purpose of identifying and requesting the development of Strategic Initiatives on behalf of the End Users, as set forth below:
 - (a) At least twice per year, Tyler, the CUC, and the CUC Technical Committee (or such other representatives as may be designated by the CUC Oversight Board) shall meet jointly to identify potential Strategic Initiatives.
 - (b) Potential Strategic Initiatives may be identified for any of the modules and/or software components available through the Master Software License and Professional Services Agreement.
 - (c) End Users, Tyler, or the CUC may suggest that modifications that have already been completed either as Enterprise Modifications or Local Modifications be considered as Strategic Initiatives.

- (d) For each Strategic Initiative authorized by the CUC pursuant to a signed writing, Tyler shall prepare a CPD document, at the CUC's expense, and deliver it to the CUC for inspection and approval. Upon approval by the CUC, Tyler shall develop and implement the Strategic Initiative on a T&M basis at Tyler's then current hourly rates, subject to the credits and discounts set forth in (e), in accordance with the applicable CPD document. Tyler shall perform its functions hereunder, and shall invoice the CUC, on an hourly basis.
- (e) Upon approval of each Strategic Initiative as set forth in (b), Tyler shall issue a credit to the CUC for 50% of the cost of developing the CPD. Additional development or other services provided by Tyler to implement the Strategic Initiative shall be invoiced at a discount equal to 50% of Tyler's then current hourly rate for such services as set forth in the Agreement.
- (f) Upon completion of the Verification Procedure (as set forth in Section 5 of the Agreement): (i) Tyler shall add the applicable Strategic Initiative to the Optional Software Price List; (ii) the Strategic Initiative shall be deemed Optional Software as set forth in the Agreement; and (iii) the CUC shall designate in writing to Tyler a list of End Users who may license the applicable Strategic Initiative without an Optional Software License Fee.
- (g) On an annual basis, the CUC may update the list(s) of End User who may license any or all applicable Strategic Initiative(s) without an Optional Software License Fee so that newly enrolled and existing End User(s) are encouraged to continue contributing toward the expansion of the Enterprise Modification program.
- (h) Nothing in the Agreement, this Amendment, or any End User License Agreement shall be deemed to vest in the CUC or any End User any ownership or intellectual property rights in and to the Strategic Initiatives, Tyler's intellectual property, any components and copies thereof, or any derivative works based thereon prepared by Tyler.

4. Marketing costs. The CUC shall have no liability for the costs to market and sell the Strategic Initiatives to counties, states, and other jurisdictions who are not End Users actively participating in the CUC TechShare program (collectively, the "Resale Market"). The CUC shall reasonably cooperate with Tyler's efforts to market the Strategic Initiatives including, without limitation, providing references, assisting with the development of case studies, and by reasonably participating, at Tyler's expense, in industry events that showcase the Strategic Initiatives.

5. Further development and maintenance costs. The CUC shall have no liability for subsequent enhancement and maintenance of the Strategic Initiatives for the Resale Market. Such development and maintenance shall be at Tyler's expense.

6. Revenue Share. Tyler may market, sell, and license the Strategic Initiatives to counties, states, and other jurisdictions who are not End Users actively participating in the CUC TechShare program. For a period of four years after the completion of each such Strategic

Initiative, Tyler will annually pay to the CUC a royalty for such Strategic Features sold by Tyler as follows:

- (a) 25% of the license fees sold in the first year; and
- (b) 25% of the license fees sold in the second year; and
- (c) 25% of the license fees sold in the third year; and
- (d) 25% of the license fees sold in the fourth year.

7. Survival. The CUC's right to receive royalty payments as set forth in Section 4 of this Amendment shall survive the expiration of the Term of the Agreement.

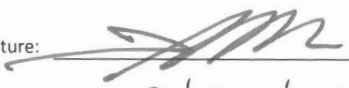
8. Conflict; Remaining Terms Unchanged; Entire Agreement; Further Amendment. To the extent any of the terms or provisions set forth in this Amendment conflict with the terms or provisions of the Agreement, the terms and provisions of this Amendment shall control. Except as specifically provided in this Amendment, all remaining terms and provisions of the Agreement shall remain unchanged and in full force and effect. The Agreement and this Amendment constitutes the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter thereof. This Amendment shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All amendments or modifications to this Amendment shall be binding upon the Parties despite any lack of consideration.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


10. Governing Law. Any dispute arising out of or relating to this Amendment or the breach thereof shall be governed by the laws of the State of Texas, without regard to or application of choice of law rules or principles.

IN WITNESS WHEREOF, this Amendment has been executed by the Parties hereto to be effective as of the last date set forth below.

TEXAS CONFERENCE OF URBAN COUNTIES, INC.

Signature: 
Date: 9/20/10
Name: Donald Lee
Title: Executive Director

TYLER TECHNOLOGIES, INC.

Signature: 
Date: 9/24/10
Name: Bruce Graham
Title: President –Courts & Justice Solutions

**CUC Master Agreement
Amendment No. 2**

This Amendment No. 2 (this "Amendment") to the Master Software License and Professional Services Agreement is entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and the Texas Conference of Urban Counties, Inc. (the "CUC"). This Amendment shall become effective as of the last date set forth on the signature page below (the "Effective Date").

WHEREAS, on September 8, 2009, Tyler and the CUC entered into that certain CUC Master Agreement (the "Agreement"); and

WHEREAS, pursuant to Section 14.7 of the Agreement, Tyler and the CUC desire to amend the terms of the Agreement as more particularly described herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which both parties mutually acknowledge, the parties agree as follows:

1. Defined Terms. Terms used but not otherwise defined in this Amendment shall have the meaning assigned to such terms in the Agreement.
2. End Users. A County that acquires the rights to the Products pursuant to the applicable SaaS Agreement shall be considered End Users as defined in the Agreement.
3. SaaS Agreement means Tyler's standard Software as a Service and Professional Services Agreement, which is attached hereto as Exhibit E. The CUC shall ensure that all SaaS Agreements are properly executed by End Users, shall collect the SaaS Fee as set forth therein, and shall promptly deliver to Tyler all such SaaS Fees in accordance with the terms of such SaaS Agreement.
4. Budget Proposals. Upon the CUC identifying a County to Tyler as a potential End User who desires a Software as a Service solution, Tyler shall meet with the County and the CUC, at no cost, to prepare and issue a Budget Proposal, which shall occur within sixty (60) days of the date Tyler is notified by the CUC. Tyler shall negotiate in good faith any such Budget Proposal with the applicable County. A Budget Proposal shall be in effect for ninety (90) days unless otherwise agreed to in writing by Tyler, at which time it shall expire unless the County executes a SaaS Agreement. No Implementation Plan or further Notice to Proceed shall be required under this Section 4 unless requested by the County and incorporated into the terms of the SaaS Agreement.
5. Maintenance and Support. No separate Maintenance and Support Agreement shall be required if a County executes a SaaS Agreement.

6. Price List. The Price List amended to include the per user monthly pricing for Software as a Service as set forth in Exhibit A-1 and attached hereto. The per user monthly pricing set forth in Exhibit A-1 may not be discounted without Tyler's prior written consent.

7. SaaS Fees.

- a. Tyler shall invoice the CUC for SaaS Fees incurred by an End User in accordance with the terms of the SaaS Agreement, which, in any event, shall provide that the SaaS Fees shall be billed annually in advance. Tyler shall use reasonable efforts to submit such invoices to the CUC sixty (60) days prior to the initial term of the SaaS Agreement or the anniversary thereof, as applicable. The CUC shall be responsible for invoicing each End User and collecting payments from the applicable End User with respect to the SaaS Fees. The CUC shall remit to Tyler all SaaS Fees collected on behalf of an End User, less a six percent (6%) administrative fee, which shall be retained by the CUC. The CUC shall make such remittances to Tyler promptly, but in no event later than thirty (30) business days after receipt by the CUC of SaaS Fees from an End User. In the event that the CUC fails to timely perform its invoice, collection, and remittance obligations under this section, Tyler shall have the right, in its sole discretion and upon written notice to the CUC and the affected End User, to invoice such End User directly for all future SaaS Fees.
- b. In order to encourage prompt and timely payment of the SaaS Fees by each End User, each SaaS Agreement shall provide for the following: (i) all SaaS Fees shall be due and payable by the End User to the CUC within thirty (30) days of its receipt of an invoice from the CUC; (ii) interest shall accrue, and the End User shall be liable for such interest, on all late payments of SaaS Fees as set forth in the SaaS Agreement; (iii) and Tyler may, in its sole discretion, suspend services or take other actions set forth in the SaaS Agreement with respect to an End User for all outstanding invoices that are sixty (60) days or more past due.
- c. Invoice and Payment. Each invoice shall state the total invoiced amount and shall be accompanied by a reasonably detailed itemization of services and expenses. Any undisputed sum not paid when due shall bear interest calculated on an annual basis pursuant to Chapter 2251 of the Texas Government Code as follows. The interest rate shall be the sum of one percent and the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest begins to accrue on the thirty first (31) day after the undisputed amount is due. Interest on an overdue payment stops accruing on the date the End User mails or electronically transmits the payment.

8. Benefits of Continued Participation in the CUC TechShare Program.

- a. Any End User License Agreements or SaaS Agreements issued by Tyler to any End User after the Effective Date of this Amendment shall include provisions that make the following incentives contingent on continued participation in the CUC TechShare

program: (i) any waiver of Maintenance and Support Fees on CUC Enterprise Modifications; (ii) any limitations on annual increases on the rates for Annual Maintenance and Support; (iii) any limitations on annual increases on the rates for professional services; and (iv) any limitations on the increase of renewal rates for annual SaaS Fees. Tyler may issue SaaS Agreements or End User License Agreements to End Users without such contingency provisions only upon written authorization from the CUC.

- b. During the Term of the Agreement, the pricing set forth in Exhibit A (Price List) for Tyler license fees to Member Counties or Texas Counties eligible for membership shall be more favorable than the pricing Tyler offers to the same counties outside this Agreement.

9. Maintenance and Support Service Charges. Section 6.4(a) of the Agreement is amended to read as follows:

(a) Software Provider shall invoice the CUC for maintenance and support fees incurred by a Participating County in accordance with the terms of the Standard Maintenance Agreement, which, in any event, shall provide that the maintenance and support fees shall be billed annually in advance. Software Provider shall use reasonable efforts to submit such invoices to the CUC sixty (60) days prior to the initial term of the Standard Maintenance Agreement or the anniversary thereof, as applicable. The CUC shall be responsible for invoicing each Participating County and collecting payments from the applicable Participating County with respect to the maintenance and support fees. The CUC shall promptly, but in any event within thirty (30) days of receipt of maintenance and support fees, remit to Tyler all maintenance and support fees collected on behalf of a Participating County. In the event that the CUC fails to timely perform its invoice, collection, and remittance obligations under this section, Software Provider shall have the right, in its sole discretion and upon written notice to the CUC and the affected Participating County, to invoice such Participating County directly for all future maintenance and support services.

10. Replacement of Exhibit A. Exhibit A to the Master Agreement (Price List) is hereby deleted in its entirety and replaced with the new Exhibit A (Price List).

11. Replacement of Exhibit D. Exhibit D to the Master Agreement (End User License Agreement and Standard Maintenance Agreement) is hereby deleted in its entirety and replaced with the new Exhibit D (End User License Agreement and Professional Services Agreement).

12. Conflict; Remaining Terms Unchanged; Entire Agreement; Further Amendment. To the extent any of the terms or provisions set forth in this Amendment conflict with the terms or provisions of the Agreement, as previously amended, the terms and provisions of this Amendment shall control. Except as specifically provided in this Amendment, all remaining terms and provisions of the Agreement, as previously amended, shall remain unchanged and in full force and effect. The Agreement, Amendment No. 1, and this Amendment No. 2 constitute the entire understanding and contract between the Parties and supersede any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter thereof. This Amendment

shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All amendments or modifications to this Amendment shall be binding upon the Parties despite any lack of consideration.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. Governing Law. Any dispute arising out of or relating to this Amendment or the breach thereof shall be governed by the laws of the State of Texas, without regard to or application of choice of law rules or principles.

IN WITNESS WHEREOF, this Amendment has been executed by the Parties hereto to be effective as of the last date set forth below.

TEXAS CONFERENCE OF URBAN COUNTIES, INC.

TYLER TECHNOLOGIES, INC.

Signature: 

Signature: 

Date: 2/8/12

Date: 2/27/12

Name: Donald Lee

Name: Bruce Graham

Title: Executive Director

Title: President –Courts & Justice Solutions

**MASTER AGREEMENT
EXHIBIT A-1 – SOFTWARE AS A SERVICE PRICE LIST**

Total Users	Member County Pricing		Non-Member County Pricing	
	Monthly Price per User	Monthly Price per User for 24 Hour Shift Personnel (e.g. Sheriff/Jail)	Monthly Price per User	Monthly Price per User for 24 Hour Shift Personnel (e.g. Sheriff/Jail)
0-10	297.50	157.50	350.00	175.00
11-20	255.00	135.00	300.00	150.00
21-40	212.50	112.50	250.00	125.00
41-60	191.25	101.25	225.00	112.50
61-80	170.00	90.00	200.00	100.00
81-100	157.50	78.75	175.00	87.50
101-120	135.00	67.50	150.00	75.00
121-150	112.50	56.25	125.00	62.50
Each user over 150	135.00	67.50	150.00	75.00

Software as a Service pricing is applicable to:

- Odyssey Case Manager
- Odyssey Jail Manager
- Odyssey Prosecutor
- Odyssey Check Manager
- Odyssey Law Enforcement
- Odyssey Supervision
- Odyssey Financial Manager
- Tyler Jury

Optional features may incur an additional per user monthly fee.

**MASTER AGREEMENT
EXHIBIT A - PRICE LIST**

Cat	County Population	Member County License Fee	Non-Member License Fee
1	1-19,999	158,950	187,000
2	20,000-29,999	235,450	277,000
3	30,000-49,999	301,750	355,000
4	50,000-74,999	435,200	512,000
5	75,000-149,999	638,350	751,000
6	150,000-499,999	884,000	1,040,000
7	500,000-999,999	1,150,900	1,354,000
8	1,000,000-1,749,999	1,768,000	2,080,000
9	1,750,000-2,499,999	2,583,150	3,039,000
10	2,500,000-4,000,000	3,492,650	4,109,000

Individual Case Type License Fees:

- District Clerk Civil / Family – 25% of Undiscounted Member County License Fee (or Enterprise License Fee, as appropriate)
- County Clerk Civil / Probate – 25% of Undiscounted Member County License Fee (or Enterprise License Fee, as appropriate)
- Criminal (District & County) – 50% of Undiscounted Member County License Fee (or Enterprise License Fee, as appropriate)
- Justice of the Peace – 30% of Undiscounted Member County License Fee (or Enterprise License Fee, as appropriate)

ANNUAL MAINTENANCE & SUPPORT PRICING

Tier 2 Maintenance & Support:	18% of License Fee
Tier 1 Maintenance & Support:	21% of License Fee



Software as a Service and Professional Services Agreement

This Software as a Service ("SaaS") and Professional Services Agreement (this "Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Travis County, a political subdivision of the State of Texas ("County" or the "Client").

Background

Client desires to engage Tyler to provide certain products and professional services, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and Client agree as follows:

A. Tyler shall furnish the products and services described in this Agreement, and Client shall pay the prices set forth in this Agreement.

B. This Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto or to be attached during the Term of this Agreement, all of which are incorporated by reference herein:

- Schedule 1. - Investment Summary
Exhibit A. - General Terms & Conditions
Exhibit B. - Service Level Terms and Conditions
Schedule B-1. - Application Availability Period Service Levels
Exhibit C. - Tyler Technologies Proposal dated 2/10/2012 (Scope of Work/Implementation Plan)
Exhibit D. - Ethics Affidavit
Exhibit E. - Travis County Security Requirements

C. Tyler and Client expressly acknowledge and agree that Client has the option, during the Agreement term, to convert this Agreement from a Software as a Service contract to a standard Tyler Technologies Software License Agreement (the "Tyler SLA") under which Client will have access to, and the right to use the Odyssey Online application in Client's internal hardware environment. If Client exercises this option, Client will have the opportunity to review and, if Client deems necessary, to revise the Tyler SLA with mutual consent. After the parties have agreed to the terms and conditions of the modified Tyler SLA and the same has been fully executed, this Agreement will terminate. If termination occurs on a date other than the last day of the month, Tyler will either refund the prorated portion of any prepaid monthly user fees to Client or credit the sum of such fees to the Tyler SLA license fees.

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each Party hereto to be effective as of the date last set forth below (the "Effective Date"):

TYLER TECHNOLOGIES, INC.

Signature: _____

Date: _____

Name: _____

Title: Tyler Courts & Justice Solutions _____

Address: 6500 International Parkway, Suite 2000 _____

City: Plano, Texas 75093 _____

**(Schedule 1)
Investment Summary**

	No. Users	Months	Cost/User per Month	SaaS Fee
Odyssey Online - Licensed Software				
Software as a Service - JP Courts 1,2,3,4 & 5				
Months 1-7: No active users	-	7	112.50	\$0
Months 8-10: 58 active users (JP3)	58	3	112.50	\$19,575
Months 11-12: 140 active users (JP 1,2,3,5)	140	2	112.50	\$31,500
Year 1 - Prorated Annual SaaS Fee		12		\$51,075
Month 13: 140 active users (JP 1,2,3,5)	140	1	112.50	\$15,750
Months 14-24: 157 active users (JP 1,2,3,4,5)	157	11	112.50	\$194,287.50
Year 2 - Prorated Annual SaaS Fee		12		\$210,037.50
Months 15-36: 157 active users (JP 1,2,3,4,5)	157	12	112.50	\$211,950
Year 3 - Annual SaaS Fee		12		\$211,950
Included Modules				
Odyssey Case Manager and Financial Manager				
Document Management- Enterprise DMS-Single Doc Scan/Attach				
Remote Doc Store				
Public Access- Basic				
Enterprise Custom Reporting				
Texas Reporting- JP Omnibase and JP Electronic Disposition				
ePayments (hardware not included)				
Embedded Third Party Software				
None				
Implementation Services				
Professional Services				
T&M Services		Hours	Rate	Cost
Project Management (Project Services)		2,016	\$160	\$322,560
Data Conversion (Technical Services)		1,900	\$149	\$283,100
Setup, Configuration & Consulting (Technical Services)		1,075	\$149	\$160,175
Customization (Technical Services)		250	\$149	\$37,250
Training & Go-Live Assistance (Training Services)		1,560	\$138	\$215,280
			Subtotal T&M Services	\$1,018,365
			Estimated Travel Expenses	\$161,641
			Total Implementation Services	\$1,180,006

Field Code Changed

Notes:

1. The Cost/User per Month fees shown above include Tier 1 Maintenance & Support, as "Tier 1 Support" is defined in the CUC Master Agreement.

2. Tyler shall provide weekly status reports on the Project Implementation Services. These status reports shall include updates on the number of hours used (and hours remaining) out of the allocated number of hours shown for each item listed under "T&M Services" above. Tyler shall not exceed the allocated number of hours unless Tyler has obtained the prior written approval from an authorized County representative.

3. Annual SaaS Fees shall be invoiced to Client pursuant to Section 3 of Exhibit A. The prorated Annual SaaS Fees reflected in the Investment Summary are invoiced in advance and include increasing user counts over the Term of the agreement.

(Exhibit A)
General Terms and Conditions

1. CERTAIN DEFINITIONS

1.1. Agreement means this Software as a Service and Professional Services Agreement, including all exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein.

1.2. Business Day means any day, Monday through Friday, excluding any Tyler holiday.

1.3. Business Hour means 7:00 a.m. to 7:00 p.m., Central Time during Business Days.

1.4. Claims mean any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses, including reasonable attorneys' fees and expenses.

1.5. Current Production Software Version means the current production version of Tyler's software listed on the Investment Summary.

1.6. Defect means any bug, error, contaminate, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of Tyler that renders the Licensed Software in non-conformance with Tyler's then current published specifications.

1.7. Documentation means the user's operating manuals and any other materials in any form or media provided by Tyler to the users of the Licensed Software.

1.8. Embedded Third Party Software means licensed third party software (other than Third Person Software) that is required to provide the functionality of the Licensed Software, which as of the date of this Agreement, consists of the software set forth on Schedule 1 labeled as "Embedded Third Party Software".

1.9. Indemnified Parties mean Client and each of its personnel, agents, successors, and permitted assigns.

1.10. Investment Summary means the summary of fees and services set forth on Schedule 1.

1.11. SaaS Fee means the "Total Annual SaaS Fee" as set forth on the Investment Summary, which is due and payable as set forth in Section 3.

1.12. Licensed Property means the Licensed Software and the Documentation.

1.13. Licensed Software means: (a) the Current Production Software Version; (b) Embedded Third Party Software; and (c) any Local Enhancements.

1.14. Local Enhancements means any refinement, enhancement, or other customization to the Current Production Software Version to be developed by Tyler per the Investment Summary.

1.15. Party means, individually, Tyler and Client.

1.16. Project means the delivery and license of the Licensed Property and the performance of all services to be provided by Tyler in accordance with the provisions of this Agreement.

1.17. Project Manager means the person designated by each Party who is responsible for the management of the Project.

1.18. Service Level Terms and Conditions means the terms and conditions for Tyler's maintenance and support of the Licensed Software, which are set forth in Exhibit B.

1.19. T&M means time and materials.

1.20. Third Person Hardware means the workstations and other hardware to be leased, purchased, or otherwise acquired by Client from a third party that is minimally required to operate the Licensed Software and

such other hardware that Client has actually leased, purchased or otherwise acquired and/or may be minimally required in the future to operate the Licensed Software. "Minimally required" hardware includes all hardware identified by Tyler in Exhibit C (the "Scope of Work") as necessary to operate the Licensed Software.

1.21. Third Person Software means the operating systems and other software to be licensed, purchased, or otherwise acquired by Client from a third party that is minimally required to operate the Licensed Software and such operating systems and other software that Client has actually licensed, purchased, or otherwise acquired and/or may be minimally required in the future to operate the Licensed Software. "Minimally required" software includes all software identified by Tyler in Exhibit C (the "Scope of Work") as necessary to operate the Licensed Software.

1.22. Confidential and Proprietary Information means all information in any form that is or should be reasonably understood to be confidential or proprietary to Tyler relating to, used in, or arising out of Tyler's operations and held by, owned, licensed, or otherwise possessed by Tyler (whether held by, owned, licensed, possessed, or otherwise existing in, on or about Tyler's premises or Client's offices, residence(s), or facilities and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to Tyler's inventions, ideas, creations, works of authorship, business documents, licenses, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, and other research and development information and data. Notwithstanding the foregoing, Tyler Confidential and Proprietary Information does not include information that: (a) becomes public other than as a result of a disclosure by Client in breach hereof; (b) becomes available to Client on a non-confidential basis from a source other than Tyler, which is not prohibited from disclosing such information by obligation to Tyler; (c) is known by Client prior to its receipt from Tyler without any obligation of confidentiality with respect thereto; or (d) is developed by Client independently of any disclosures made by Tyler.

1.23. Users means individuals who are employed and authorized by Client to use the Licensed Property, and who have been supplied with user identifications and passwords by Client (or by Tyler at Client's request).

2. TITLE AND LICENSE

2.1. License Grant. In consideration for the SaaS Fee, which shall be due and payable as set forth in Section 3, Tyler hereby grants to Client a limited, non-exclusive, revocable and non-transferable license (and sublicense with respect to the Embedded Third Party Software) to use the Licensed Property for Client's internal administration, operation, and/or conduct of Client's business operations by the number of Users as set forth on the Investment Summary.

TYLER HAS THE RIGHT TO REVOKE THIS LICENSE IF CLIENT TERMINATES, CANCELS OR FAILS TO RENEW THIS AGREEMENT., EXCEPT WHERE CLIENT HAS TERMINATED THIS AGREEMENT FOR CAUSE AS PROVIDED HEREIN. TYLER HAS THE RIGHT TO UNILATERALLY REVOKE THIS LICENSE AND DENY CLIENT ACCESS TO THE LICENSED PROPERTY IF CLIENT FAILS TO REMIT ANY REQUIRED FEES WITHIN THIRTY DAYS OF THE DATE SUCH FEES BECOME DUE AS SET FORTH HEREIN AND SUCH AMOUNTS REMAIN OUTSTANDING FOR A PERIOD OF THIRTY DAYS FOLLOWING TYLER'S WRITTEN NOTICE OF ITS INTENT TO REVOKE THE LICENSE.

2.2. User Licenses. Unless otherwise specified on the Investment Summary: (a) the Licensed Property is purchased as User subscriptions and may be accessed by no more than the specified number of Users; (b) additional User subscriptions may be added during the Term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the Term in effect at the time the additional User subscriptions are added; and (c) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users and cannot be shared or used by more than one User; provided, however, that User subscriptions may be reassigned to new

Users replacing former Users who no longer require ongoing use of the Licensed Property.

2.3. Restrictions. Unless otherwise expressly set forth in this Agreement, Client shall not (a) reverse engineer, de-compile, or disassemble any portion of the Licensed Software or (b) sublicense, transfer, rent, or lease the Licensed Software or its usage. To the extent Client employs contractors, subcontractors, or other third parties to assist in the Project, Client shall obtain from such third parties an executed confidentiality agreement (in a form approved by both parties) prior to such parties being permitted access to Tyler Confidential and Proprietary Information.

2.4. Embedded Third Party Software. The license grant set forth in Section 2.1 includes the right to use any Embedded Third Party Software. All such Embedded Third Party Software shall be included in the SaaS Fee. Tyler shall pass through to Client any and all warranties granted to Tyler by the owners, licensors, and/or distributors of such Embedded Third Party Software.

2.5. Title.

(a) Tyler represents and warrants that it is the owner of all right, title, and interest in and to the Licensed Software (other than Embedded Third Party Software) and all components and copies thereof. Nothing in this Agreement shall be deemed to vest in Client any ownership or intellectual property rights in and to Tyler's intellectual property (including, without limitation, Tyler Confidential and Proprietary Information), any components and copies thereof, or any derivative works based thereon prepared by Tyler.

(b) All training materials shall be the sole property of Tyler.

(c) All Client data shall remain the property of Client. Tyler shall not use Client data other than in connection with providing the services pursuant to this Agreement.

3. **FEES AND INVOICING**

3.1. SaaS Fee. Invoice and payment of the SaaS Fee shall be governed by Section 3.5. Upon expiration of Tyler's Master Agreement with CUC and/or expiration of the CUC Addendum between County and CUC facilitating procurement by County of Tyler products and services under this Agreement, Tyler and County may, at their option and in their sole discretion, enter into a separate contract to procure Odyssey Court Administration System products and services. In the event County and Tyler execute such a contract, Tyler will charge County the same fees set forth in Schedule 1.

3.2. Professional Services Charges. T&M charges for all professional services to be performed hereunder shall be invoiced and paid by Client in accordance with Section 3.4.

3.3. Expenses. Client shall reimburse Tyler for travel, lodging, or food expenses actually and reasonably incurred by Tyler in performing its professional services herein related to such Services as have been approved in advance by the Travis County Commissioners Court. All reimbursements shall be made in accordance with the Travis County Budget Rules. A copy of the Budget Rules has been provided to Tyler prior to execution of this Agreement.

3.4. Invoice and Payment for Professional Services. Tyler shall invoice Client for professional services (and, if related to Services authorized in advance as stated in Section 3.3, associated expenses) on a monthly basis.

3.5. Invoice and Payment of Annual SaaS Fees. Annual SaaS Fees, as set forth on the Investment Summary, shall be invoiced and paid as set forth below:

(a) Tyler shall invoice the Texas Conference of Urban Counties (the "CUC") for Annual SaaS Fees incurred by the County in accordance with the terms of the CUC Master Agreement on the following schedule:

April 1, 2012 - \$51,075.00 for the period April 1, 2012 through March 31, 2013

April 1, 2013 - \$210,037.50 for the period April 1, 2013 through March 31, 2014

April 1, 2014 - \$211,950.00 for the period April 1, 2014 through March 31, 2015

Tyler shall use reasonable efforts to submit such invoices to the CUC sixty (60) days prior to the initial SaaS due date or the anniversary thereof, as applicable.

(b) The CUC shall be responsible for invoicing the County and collecting payments from the County with respect to the Annual SaaS Fees. The CUC shall promptly, but in any event within five (5) business days, remit to Tyler all Annual SaaS Fees collected on behalf of the County. In the event that the CUC fails to timely perform its invoice, collection, and remittance obligations under this section, Tyler shall have the right, in its sole discretion and upon written notice to the CUC and the County, to invoice the County directly for all future Annual SaaS Fees.

3.5. Payment will be made net thirty (30) days from the date of invoice and shall be made by check or warrant by Client upon satisfactory delivery and acceptance of products and services and submission of an invoice to the following address: County Auditor, P.O. Box 1748, Austin, Texas 78767. As a minimum, invoices shall include: (i) name, address, and telephone number of Tyler and similar information in the event payment is to be made to a different address; (ii) Travis County contract or Purchase Order number; (iii) identification of products or services as outlined in this Agreement; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Agreement, including a reference to the specific items being invoiced under this Agreement. Travis County will not pay invoices that are in excess of the amount authorized by the Purchase Order. Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by County prior to Agreement award. Accrual and payment of interest on overdue payments shall be governed by TEX. GOV'T CODE ANN., ch. 2251.

3.6. Tyler shall provide Client with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Agreement funds are payable.

4. **PROJECT IMPLEMENTATION**

4.1. Professional Services. Attached hereto as Schedule 1 is Tyler's good faith estimate of the hours and fees associated with the services to be performed by Tyler for Client, including travel time by Tyler's personnel from Tyler's place of business to and from Client's place of business, and for which Client shall pay on a T&M basis if approved by the Commissioners Court as provided in Section 3.3. Additional services requested by Client which are beyond those hours detailed in Schedule 1 will be billed at Tyler's then current services rates.

4.2. Office Space. Client shall, at its sole expense and if available, provide reasonable access to office space, telephone access, network access (including providing Tyler reasonable access to a secure virtual private network connection or other comparable connection for use by Tyler from time to time on a non-dedicated basis), Internet connections, and such other facilities as may be reasonably requested by Tyler for use by Tyler personnel for the purpose of performing this Agreement.

4.3. Third Person Hardware and Third Person Software. Client shall be responsible to purchase, install, and configure all Third Person Hardware and Third Person Software. Tyler shall have no liability for defects in the Third Person Hardware or Third Person Software, except to the extent described in Section 10.

4.4. Cooperation. Client acknowledges that the implementation of the Project is a cooperative process requiring the time and resources of

Client personnel. Client shall, and shall cause its personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to timely implement the Project, including, without limitation, providing reasonable information regarding its operations and reasonable access to its facilities. Tyler shall not be liable for failure to timely implement the Project when such failure is due to Force Majeure (as identified in Section 1.1 or to the failure by Client personnel to provide such cooperation and assistance (either through action or omission).

5. INSTALLATION OF THE LICENSED SOFTWARE

Tyler shall use commercially reasonable efforts to promptly install the Licensed Software on Tyler's servers in accordance with a mutually agreed upon timetable. Upon installation, Tyler shall conduct its standard diagnostic evaluation to confirm that the Licensed Software is properly installed, and, upon confirmation of successful completion of installation, shall deliver written instructions for accessing the Licensed Software to Client.

6. CERTIFICATION OF THE LICENSED SOFTWARE

6.1. Certification Procedure. Upon installation of the Licensed Software, Tyler shall perform its standard test procedures and shall certify to Client that the Licensed Software is in substantial conformance with Tyler's then current published specifications and is ready for Client's use. In the event Tyler cannot so certify, Tyler's sole obligation shall be to correct the cause thereof or to exercise its rights under Section 15.3, which shall be Client's sole right and remedy against Tyler for this failure to certify.

6.2. Certification Final. Tyler's certification that the Licensed Software substantially complies with the then current published specifications shall be final and conclusive, except for latent defect, fraud, and such gross mistakes that amount to fraud.

6.3 Participation. Both parties agree to devote reasonable and sufficient resources upon installation to the Certification effort described in Section 6.1 and that such Certification shall not unreasonably be delayed.

7. TRAINING

To the extent that training services are included in Schedule 1, Tyler shall train Client in accordance with a mutually agreeable training plan. The training plan shall outline the training required for personnel to operate the Licensed Software. Tyler shall provide Client personnel with only the number of hours of training for the respective portions of the Licensed Software as set forth in Schedule 1. Training shall be provided at Client's principal place of business or other site selected by Client. Training shall be performed according to the training plan, but in any event shall be "hands-on" using production-ready versions of the Licensed Software. The courses shall train Client's employees or agents in a manner to provide basic end user training. Client shall be responsible for providing an adequately equipped training facility to operate the Licensed Software.8.

8. MAINTENANCE AND SUPPORT SERVICES

8.1 Service Level Terms and Conditions. Upon Tyler's certification of the Licensed Software, Tyler shall provide Client with the maintenance and support services for the Licensed Software as set forth in Exhibit B.

8.2 Responsibilities of Client. In addition to the other responsibilities set forth herein, Client shall: (a) arrange for Tyler to provide all training of Client's personnel; (b) collect, prepare, and enter all data (other than data to be converted by Tyler pursuant to this Agreement) necessary for the day-to-day operations of the Licensed Software; (c) retain separate copies of all conversion data delivered to Tyler; (d) provide end user workstations that conform to Tyler's minimum requirements as specified in the Scope of Work attached to this Agreement as Exhibit C; and (e) provide the requisite networks.

9. TYLER CONFIDENTIAL AND PROPRIETARY INFORMATION

9.1 Protection of Tyler Confidential and Proprietary Information. Client shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey Tyler Confidential and Proprietary Information, and Client shall not use, make, sell, or otherwise exploit any such Tyler Confidential and Proprietary Information for any purpose other than the performance of this Agreement, without Tyler's written consent, except: (a) as may be required by law, regulation, judicial, or administrative process, including but not limited to the provisions of the Texas Public Information Act and all legal authorities relating thereto, including but not

limited to opinions, decisions, and letter rulings issued by the Texas Attorney General's Office ; or (b) as required in litigation pertaining to this Agreement, provided that Tyler is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order. Client shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section 9.1 and shall be responsible for breaches by such persons.

9.2 Judicial Proceedings. If Client is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any Tyler Confidential and Proprietary Information, Client shall provide Tyler with prompt written notice of such request or requirement so that Tyler may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by Tyler, Client nonetheless is legally compelled to disclose Tyler Confidential and Proprietary Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, Client may, without liability herein, disclose to such court or tribunal only that portion of Tyler Confidential and Proprietary Information which the court requires to be disclosed, provided that Client uses reasonable efforts to preserve the confidentiality of Tyler Confidential and Proprietary Information, including, without limitation, by cooperating with Tyler to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded Tyler Confidential and Proprietary Information by such court or tribunal.

10. REPRESENTATIONS AND WARRANTIES

10.1 Project Personnel. All Tyler personnel utilized in connection with fulfilling its obligations pursuant to or arising from this Agreement shall be employees of Tyler or, if applicable, Tyler's subcontractor(s), shall be qualified to perform the tasks assigned them, and shall be in compliance with all applicable laws relating to employees generally, including, without limitation, immigration laws.

10.2 Performance Warranty. Tyler expressly warrants and represents to Client that the Licensed Software will conform to the specifications, performance capabilities, functions and other descriptions set forth in this Agreement and in the Documentation.

10.3 Overall System Functionality. Insofar as any Embedded Third Party Software contains, integrates or otherwise interfaces with the Licensed Software, Tyler will be responsible for ensuring that such third party products, when operating in conjunction with the Licensed Software, function in accordance with the specifications set forth in this Agreement and in the Documentation. Tyler represents and warrants that as of the Effective Date, Tyler supports all Third Party products which Tyler has recommended for Client's use.

10.4 Pass-Through of Warranties. Tyler hereby passes through the benefits of all third party warranties that it receives in connection with any product provided to Client. In addition, Tyler warrants and represents that Tyler is duly authorized to grant and convey licenses for Client's use of any Embedded Third Party Software and further, that upon execution of this Agreement, Client will have a binding, valid, and enforceable license for Client's use of the Embedded Third Party Software granting Client full legal right and authority to use such third party software products pursuant to the terms and conditions of this Agreement

10.5 No Actions, Suits, or Proceedings. There are no actions, suits, or proceedings, pending or, to the knowledge of Tyler, threatened, that shall have a material adverse effect on Tyler's ability to fulfill its obligations pursuant to or arising from this Agreement.

10.6 Compliance with Laws. In performing this Agreement, Tyler shall comply with all applicable material licenses, legal certifications, or inspections. Tyler shall also comply in all material respects with applicable federal, state, and local statutes, laws, ordinances, rules, and regulations.

10.7 Ownership. Tyler is a Delaware corporation that is listed for trading on the New York Stock Exchange. No director, officer, or 5% or more stockholder shall, during the course of this Agreement, receive or confer improper personal benefits or gains associated with the performance of the services outlined in this Agreement.

10.8 Certain Business Practices. Neither Tyler nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this

Agreement by any federal department or agency. Tyler further represents and warrants that it is not listed on any local, Client, state or federal consolidated list of debarred, suspended, and ineligible contractors and grantees. No person (other than permanent employees of Tyler) has been engaged or retained by Tyler to solicit, procure, receive, accept, arrange, or secure this Agreement for any compensation, consideration, or value.

10.9 Business Entity Warranty. Tyler represents and warrants that Tyler (i) is a duly qualified, capable, and otherwise bondable business entity, (ii) is not in receivership or contemplating same, (iii) has not filed for bankruptcy, and (iv) is not currently delinquent with respect to payment of property taxes within Travis County.

10.10 IP Warranty. Tyler further represents and warrants that (i) all applicable copyrights, patents, trade secrets, licenses and other proprietary and intellectual property rights that may exist on materials used in this Agreement have been adhered to.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 10 OR ELSEWHERE IN THIS AGREEMENT, TYLER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11.0 LIMITATION OF LIABILITY

TYLER'S LIABILITY TO CLIENT FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO: (A) PRIOR TO TYLER'S CERTIFICATION OF THE LICENSED SOFTWARE AND CLIENT'S USE THEREOF, THE AMOUNT OF SAAS FEES PAID BY CLIENT, IF ANY; AND (B) AFTER TYLER'S CERTIFICATION OF THE LICENSED SOFTWARE AND CLIENT'S USE THEREOF, FIXING DEFECTS IN ACCORDANCE WITH EXHIBIT B. THE FOREGOING LIMITATIONS DO NOT APPLY TO THE FOLLOWING CIRCUMSTANCES: (1) FRAUD, GROSS NEGLIGENCE OR INTENTIONAL TORT; OR (2) FOR BREACH OF SECTION 12.1 (CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE) OR SECTION 12.2 (INTELLECTUAL PROPERTY INFRINGEMENT).

IN NO EVENT SHALL TYLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, LOSS OF BUSINESS, OR LOSS, CORRUPTION, OR MISAPPROPRIATION OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

12. INDEMNIFICATION

12.1 General – Bodily Injury and Property Damage. Notwithstanding any other provision of this Agreement, Tyler shall defend, indemnify, save and hold harmless the Indemnified Parties from and against any and all third-party Claims arising out of or in connection with this Agreement or the goods and services provided by Tyler under this Agreement for personal injury or property damage caused by Tyler's negligence or willful misconduct. It is the expressed intention of the parties to this Agreement, both Tyler and County, that the indemnity provided for in this paragraph is indemnity by Tyler to indemnify and protect the Indemnified Parties from the consequences of Tyler's actions.

12.2 Intellectual Property.

(a) Notwithstanding any other provision of this Agreement, if any claim is asserted, or action or proceeding brought against Client that alleges that all or any part of the Licensed Software in the form supplied, or modified by Tyler, or Client's use thereof, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title, or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, Client, upon its awareness, shall give Tyler prompt written notice thereof. Tyler shall defend, and hold Client and its officers, agents and employees harmless against, any such claim or action with counsel of Tyler's choice and at Tyler's expense and shall indemnify Client against any liability, damages, and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, Client shall cooperate

with and may monitor Tyler in the defense of any claim, action, or proceeding and shall, if appropriate, make employees available as Tyler may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is attributable to modifications to the Licensed Software made by Client, or any third party pursuant to Client's directions, or upon the unauthorized use of the Licensed Software by Client.

(b) If the Licensed Software becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third party, Tyler shall, at its sole cost and expense, select and provide one of the following remedies, which selection shall be in Tyler's sole discretion: (i) promptly replace the Licensed Software with a compatible, functionally equivalent, non-infringing system; or (ii) promptly modify the Licensed Software to make it non-infringing; or (iii) promptly procure the right of Client to use the Licensed Software as intended.

13. TAXES

13.1 Tax Exempt Status. Client represents and warrants that it is a governmental tax-exempt entity and shall not be responsible for any taxes for any Licensed Property or services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Agreement.

13.2 Employee Tax Obligations. Each Party accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed pursuant to or arising from any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by such Party for work performed under this Agreement.

14. INSURANCE

Tyler shall provide, upon the written request of Client (which shall not be less than thirty (30) days after the Effective Date), proof of insurance for and maintain, at Tyler's sole cost and expense, the following insurance coverage issued with an insurance carrier with a Best Key rating of "A VII" or higher: (a) Industrial/Workers' Compensation Insurance protecting Tyler and Client from potential Tyler employee claims based upon job-related sickness, injury, or accident during performance of this Agreement; and (b) Comprehensive General Liability (including, without limitation, bodily injury and property damage) insurance with respect to Tyler's agents and vehicles assigned to perform the services herein with policy limits of not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate. Client shall be named as an additional insured party and such notation shall appear on the certificate of insurance furnished by Tyler's insurance carrier.

15. TERM, SUSPENSION, AND TERMINATION

15.1 Term. The initial term of this Agreement (the "Initial Term") shall commence on the start date specified in the Investment Summary and continue for the subscription term specified therein. Upon expiration of the Initial Term, Client may unilaterally extend this Agreement for up to five (5) additional one (1)-year periods (each an "Option to Extend" and collectively the "Options to Extend"), during which all provisions of this Agreement, except for term and price (if revised by Tyler), will remain unchanged and in full force and effect. County will exercise an Option to Extend at least 90 days prior to expiration of the then-current term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless Tyler has given Client written notice of any pricing change at least 90 days before the end of such prior term, in which case the change in pricing shall be effective upon renewal and thereafter. Notwithstanding the foregoing, in no event will the SaaS Fees charged in any renewal term be more than the prior term's SaaS Fees as increased by the annual CPI Percentage Increase compounded over the duration of the prior term. The CPI Percentage Increase means the percentage increase in the Consumer Price Index – U for the United States ("CPI-U for U.S.") from August of the year prior to the year in which the notice of increase is given by Tyler to August of the year in which the notice of increase is given by Tyler (as published in September of that year).

15.2 Early Termination by Client. This Agreement may be terminated by Client prior to the end of the then-current term by Client providing Tyler with (a) ninety (90) days written notice of its intent to terminate, and (b) payment equal to the lesser of (i) 50% of the SaaS Fees still due for the remainder of the then-current term or (ii) one year's SaaS Fees.

15.3 **Termination for Cause.** Either Party may terminate this Agreement for Cause, provided that such Party follows the procedures set forth in this Section 15.3.

(a) For purposes of this Section, "Cause" means either:

(i) a material breach of this Agreement, which has not been cured within ninety (90) days of the date such Party receives written notice of such breach;

(ii) the failure by Client to timely pay when due any undisputed fees and expenses owed to Tyler pursuant to this Agreement and any delinquent amounts remain outstanding for a period of thirty (30) days after Tyler provides written notice of its intent to terminate for failure to pay;

(iii) breach of Section 9; or

(iv) if Tyler becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.

(b) No Party may terminate this Agreement under Section 15.3(a)(i) unless it cooperates in good faith with the alleged breaching Party during the cure period and complies in good faith with the dispute resolution procedures set forth in Section 16 following such period.

(c) Upon any termination for Cause by Client, Tyler shall refund any prepaid SaaS Fees covering the remainder of the Term after the effective date of termination. Upon any termination for Cause by Tyler, Client shall pay Tyler the lesser of (a) any unpaid SaaS Fees covering 50% of remainder of the Term after the effective date of termination; or (b) one year's SaaS Fees. In no event shall any termination relieve Client of the obligation to pay any fees payable to Tyler for the period prior to the effective date of termination.

15.4 **Effect of Termination.** Upon termination of this Agreement for any reason: (a) the licenses provided hereunder shall automatically terminate as of the effective date of the termination and Client's access to the licensed applications shall be denied; (b) subject to payment of all amounts due hereunder, and upon written request, Tyler will provide to Client such contents of the database that are owned by Client, as such contents exist on the date of termination, in a standard industry data file format within five business days; and (c) upon written request, Client shall return all documentation, products, Tyler Confidential and Proprietary Information, and other information disclosed or otherwise delivered to Client by Tyler.

15.5 **Survival.** The following provisions shall survive after the Term of this Agreement: 1; 2; 9; 11; 12; 13; 15; 16 and 17.

16. DISPUTE RESOLUTION

Disputes arising out of, or relating to, this Agreement shall first be discussed by the Project Managers. Any dispute that cannot be resolved within five (5) Business Days at the Project Manager level (or such other date as agreed upon by the Project Managers) shall be referred to the individual reasonably designated by Client and Tyler's Vice President of Courts and Justice Systems Division assigned to Client's account ("Intermediary Dispute Level"). Any dispute that cannot be resolved in ten (10) Business Days at the Intermediary Dispute Level shall then be referred to Client's chief executive officer or other individual reasonably designated by Client and Tyler's President of Courts and Justice Systems Division ("Executive Dispute Level"), at such time and location reasonably designated by the Parties. Unless otherwise required by law, any negotiations pursuant to this Section 16 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the Parties are unable to resolve through informal discussions or negotiations or pursuant to the dispute resolution and escalation procedures set forth in this Agreement, the parties will use mediation to resolve the dispute. The parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in section 154.023 of the

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

17. MISCELLANEOUS

17.1 **Assignment.** Neither Party may assign this Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other Party, which consent shall not be unreasonably withheld.

17.2 **Cumulative Remedies.** Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.

17.3 **Notices.** Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the Parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the Parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

17.4 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17.5 **Waiver.** No payment, act or omission by either party may constitute or be construed as a waiver of any breach or default of the other party which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this Agreement shall not be construed as a waiver of that right or privilege. All rights of either party under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right of either party under it. Any right or remedy stated in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement, the law or at equity, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

17.6 **Entire Agreement.** This Agreement constitutes the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

17.7 **Amendment.** This Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All amendments or modifications of this Agreement shall be binding upon the Parties despite any lack of consideration. **IT IS ACKNOWLEDGED BY TYLER THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY TO AMEND OR ALTER THE TERMS OF THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE TRAVIS COUNTY COMMISSIONERS COURT.**

17.8 **Severability of Provisions.** In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms.

17.9 **Relationship of Parties.** The Parties intend that the relationship between the Parties created pursuant to or arising from this Agreement is that of an independent contractor only. Neither Party shall be considered an agent, representative, or employee of the other Party for any purpose.

17.10 **Governing Law.** This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court having jurisdiction in Travis County, Texas.

17.11 **Audit.** Tyler shall maintain complete and accurate records of all work performed pursuant to and arising out of this Agreement, and all other evidence pertinent to the costs and expenses of this Agreement. Client may, upon the written request of the Project Manager, audit any and all work or expense records of Tyler relating to materials and/or services

provided herein. Client shall provide Tyler twenty-four hour notice of such audit or inspection. Tyler shall have the right to exclude from such inspection any Tyler Confidential and Proprietary Information not otherwise required to be provided to Client as a part of this Agreement. Tyler shall make such books and records available to Client during normal business hours. Any such audit shall be conducted at Tyler's principal place of business during Tyler's normal business hours and at Client's sole expense. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the Agreement term, whichever occurs first; however, the records shall be retained beyond the third year if an audit is in progress or the findings of a completed audit have not been resolved satisfactorily.

17.12 No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

17.13 Force Majeure. No Party to this Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one Party, that Party shall notify the other Party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the Party claiming excusable delay. Any performance times pursuant to or arising from this Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein.

17.14 Certification of Eligibility. Tyler certifies that at the time of executing this Agreement, Tyler is not on the federal government's list of suspended, ineligible, or debarred contractors. If Tyler is placed on the list during the term of this Agreement, Tyler shall notify the Purchasing Agent. False certification or failure to notify may result in termination of this Agreement for Cause.

17.15 Forfeiture of Contract. If Tyler has done business with a Key Contracting Person, listed in Attachment 1 to the Ethics Affidavit attached hereto as **Attachment D** and made a part hereof for all purposes, during the 365-day period immediately prior to the date of execution of this Agreement by Tyler or does business with any such Key Contracting Person at any time after the date of execution of this Agreement by Tyler and prior to full performance of this Agreement, Tyler shall forfeit all benefits of this Agreement, and Client shall retain all benefits of and performance under this Agreement and recover all consideration, or the value of all consideration, paid to Tyler pursuant to this Agreement; provided, however, that this section may be waived by the Travis County Commissioners Court pursuant to Section 3(g) of the Travis County Ethics Policy.

"Has done business" and "does business" mean: (i) paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or (ii) loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year; but does not include: (x) any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public; (y) 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 Tyler in the ordinary course of its business; and (z) a transaction for a financial service or insurance coverage made on behalf of Tyler if Tyler is a national or multinational corporation by an agent, employee or other representative of Tyler who does not know and is not in a position that he or she should have known about this Agreement.

17.16 Conflict of Interest Questionnaire. If required under Chapter 176 Texas Local Government Code, Tyler shall file a completed Conflict of Interest Questionnaire in accordance with the requirements of that Chapter. Within the applicable, authorized time period prescribed in Chapter 176, Tyler shall file the completed Conflict of Interest Questionnaire with the Travis County Clerk, Recording Division, 5501 Airport Blvd., Austin, Texas 78751. Tyler shall file an updated, completed questionnaire Tyler should note that the law requires that Travis County provide access to a filed Questionnaire on the official Travis County Internet website. However, the law does not require that Travis County release information that is excepted from disclosure under the Texas Public Information Act. As between County and Tyler, Tyler shall be solely responsible for the preparation of its Conflict of Interest Questionnaire, the accuracy and completeness of the content contained therein and ensuring compliance with all applicable requirements of Chapter 176, Local Government Code.

17.17 Funding Out. Despite anything to the contrary in this Agreement, if, during budget planning and adoption, the Travis County Commissioners Court fails to provide funding for this Agreement for the following fiscal year of Travis County, Client may terminate this Agreement after giving Tyler thirty (30) days written notice that this Agreement is terminated due to the failure to fund it. Upon termination, Client shall remit payment for all products and services delivered to Client and all expenses incurred by Tyler prior to Tyler's receipt of the termination notice.

17.18 Property Taxes. Despite anything to the contrary in this Agreement, if Tyler is delinquent in payment of Travis County property taxes at the time of providing goods or services, Tyler hereby assigns the portion of the amount owing to it under this Agreement that is equal to the amount Tyler is delinquent in property tax payments to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.

17.19 Security Requirements. Tyler agrees to and shall comply with the Travis County Security Requirements, attached hereto as Exhibit E.

[Remainder of this page intentionally left blank]

(Exhibit B)
Service Level Terms and Conditions

1. CERTAIN DEFINITIONS

1.1. Terms Not Defined. Terms not otherwise defined in this Exhibit B shall have the meanings assigned to such terms in the Software as a Service and Professional Services Agreement (the "Agreement").

1.2. Application Availability Period has the meaning set forth in Schedule B-1.

1.3. Circumvention or Circumvention Procedure means, as applied to a Documented Defect, a change in operating procedures whereby Client can reasonably avoid any deleterious effects of such Documented Defect.

1.4. Defect means any bug, error, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of Tyler that renders the Licensed Software in non-conformance with Tyler's then current published specifications.

1.5. Documented Defect means a Defect that Client documents for Tyler pursuant to Section 2.1.

1.6. Downtime means minutes during the Application Availability Period where the Licensed Software is not available as set forth in Section 3.1.

1.7. Operational Maintenance Window has the meaning set forth in Schedule B-1.

1.8. Service Level 1 Defect means a Documented Defect that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of Client's remote locations; (c) systemic loss of multiple essential system functions.

1.9. Service Level 2 Defect means a Documented Defect that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.

1.10. Service Level 3 Defect means a Service Level 1 Defect with an existing Circumvention Procedure, or a Service Level 2 Defect that affects only one User or for which there is an existing Circumvention Procedure.

1.11. Service Level 4 Defect means a Documented Defect that causes failure of non-essential Licensed Software functionality or a cosmetic or other Documented Defect that does not qualify as any other Service Level Defect.

1.12. Version Release means new versions of the Licensed Software that contain technical improvements, functional enhancements, updates, extensions, and/or maintenance changes to the Licensed Software.

1.13. Tyler Holidays means one (1) day for a New Year's holiday, Good Friday, Memorial Day, a one (1) day holiday for Independence Day, Labor Day, Thanksgiving Day and the day after, and two (2) days during Christmas time. The exact date for any rolling holiday will be published on the Tyler website in advance of the date.

2. CLIENT RESPONSIBILITIES

2.1. Documenting Defects. Client must document all Defects in writing with reasonably sufficient information to allow recreation of the Defect or to otherwise clearly and convincingly document or evidence its occurrence, including, but not limited to, the operating environment, data set, user, or any other such information that Tyler may reasonably request. Client shall deliver such information to Tyler concurrently with its notification to Tyler of a Defect. Client shall use all reasonable efforts to eliminate any issues not related to the Licensed Software applications prior to its notification to Tyler of such Defect, including, but not limited to, issues related to the network, User training, Client-produced extensions to the Licensed Software, and data problems not necessarily caused by the Licensed Software. Any technical or other issue for which Client requests services, but which is not a Documented Defect, shall be treated as a request for other services and governed by Section 6.

2.2. Training. Except as provided in Exhibit A, Client shall provide training to its employees on the Licensed Software and any Version Releases related thereto.

3. TYLER RESPONSIBILITIES – APPLICATION AVAILABILITY AND OPERATIONS SUPPORT

3.1. Application Availability.

(a) Tyler shall use commercially reasonable efforts to provide access to the Licensed Software during the Application Availability Period as set forth in the goals listed in Schedule B-1.

(b) Tyler shall maintain a log of any system issues that result in Downtime of more than 1 hour, excluding: (i) scheduled maintenance by Tyler's Internet Service Provider or co-located data center; (ii) periods needed to deter or correct problems due to malicious attacks or denial of service attempts; (iii) Client hardware or network failure; (iv) negligent actions by Client's agents, employees, or vendors; and (v) actions of Force Majeure (as set forth in Exhibit A, Section 17.14).

3.2. Operations Support; Procedures for Reporting Downtime.

(a) Tyler shall provide Client with procedures for contacting support staff on a twenty-four hour, seven days a week basis for the limited purpose of reporting Downtime. Client agrees to designate no more than two (2) of Client's employees who are authorized to utilize this procedure after normal Business Hours.

(b) For each reported Downtime incident, Tyler shall assign appropriate personnel to diagnose and correct the Downtime. Tyler's initial response shall include an acknowledgement of notice of the Downtime, confirmation that Tyler has received sufficient information concerning the Downtime, and an action plan for resolving the Downtime.

3.3. Credit for Downtime.

(a) At the end of each calendar quarter, Tyler shall prepare a report for the prior three months detailing the average percentage of Downtime during that three month period.

(b) Tyler shall issue a credit towards the next quarterly payment as follows:

(i) if the average percentage of Downtime is less than 4%, no Downtime credit shall be issued;

(ii) if the average percentage of Downtime is between 4% and 6% of the Application Availability Period, Tyler shall issue a Downtime credit towards 3% of the next quarterly payment due; and

(iii) if the average percentage of Downtime is greater than 6% of the Application Availability Period, Tyler shall issue a Downtime credit towards 5% of the next quarterly payment due.

(c) The issuance by Tyler of any Downtime credit shall not relieve Tyler of its obligations to correct the problem that resulted in Downtime in accordance with its obligations herein. However, Client acknowledges that correction may occur in the quarter following the Downtime event and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also be affected by Downtime.

(d) Notwithstanding the foregoing, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly SaaS Fee for any one quarter.

4. TYLER RESPONSIBILITIES – HELP DESK

Tyler shall provide Client with procedures for contacting support staff during normal business hours (7:00 a.m. to 7:00 p.m., Central Time, Monday through Friday, excluding Tyler holidays) for general application assistance.

5. TYLER RESPONSIBILITIES –DOCUMENTED DEFECTS

5.1. General Services for Reporting Documented Defects.

(a) Tyler shall provide Client with procedures for contacting support staff during normal business hours (7:00 a.m. to 7:00 p.m., Central Time, Monday through Friday, excluding Tyler holidays) for reporting Documented Defects. Tyler shall assist Client in the diagnosis of any Documented Defect, including the assigned Service Level and Tyler's tracking number.

5.2. For each reported Documented Defect, Tyler shall assign appropriate personnel to diagnose and correct the Documented Defect, and where appropriate, identify Circumvention Procedures. Tyler's initial response shall include an acknowledgement of notice of the Documented Defect, confirmation that Tyler has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect and avoiding further deleterious consequences of the Documented Defect.

5.3. Service Level 1 Defects. Tyler shall provide an initial response to Service Level 1 Defects within one (1) Business Hour of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defects or provide a Circumvention Procedure within one (1) Business Day. Except as otherwise provided herein, Tyler's responsibility for loss or corrupted data is limited to assisting Client in restoring its database to a known, accurate state.

5.4. Service Level 2 Defects. Tyler shall provide an initial response to Service Level 2 Defects within one (1) Business Hour of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defects or provide a Circumvention Procedure within five (5) Business Days. Except as otherwise provided herein, Tyler's responsibility for loss or corrupted data is limited to assisting Client in restoring its database to a known, accurate state.

5.5. Service Level 3 Defects. Tyler shall provide an initial response to Service Level 3 Defects within one (1) Business Day of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defect without the need for a Circumvention Procedure with the next published maintenance update or service pack, which shall occur at least quarterly. Except as otherwise provided herein, Tyler's responsibility for lost or corrupted data is limited to assisting Client in restoring its database to a known, accurate state.

5.6. Service Level 4 Defects. Tyler shall provide an initial response to Service Level 4 Defects within two (2) Business Days. Tyler shall use commercially reasonable efforts to resolve such Documented Defect with a future Version Release.

5.7. Help Desk & Desktop Support. Software Provider shall provide the Client with procedures for contacting support staff during normal business hours (7:00 a.m. to 7:00 p.m., Central Time, Monday through Friday, excluding Tyler Holidays) for reporting Documented Defects or obtaining helpdesk support on general application functionality. Tyler will provide help desk support as often as Client requires such assistance; however, unreasonable support requirements may indicate a training need and in such event the parties shall in good faith cooperate regarding the purchase of additional training time.

5.8. Technical Server & Systems Support. Tyler shall use commercially reasonable efforts to provide Client with technical support to assist Client with troubleshooting the loss of functionality of Licensed Software for reasons other than a Documented Defect. Tyler technical support shall be limited to:

- (a) assisting the Client with isolating the source of Licensed Software failure due to systems-level hardware, Third Party Software, network, Client-level hardware or peripherals;
- (b) providing recommendations to Client regarding resolution of said non-defect failure(s); and
- (c) providing Client with assistance on basic maintenance and administration of the Licensed Software environment, including basic data backup and restore procedures, deployment of Version Releases, and setup of supported peripheral devices for use with the Licensed Software.

6. ADDITIONAL SUPPORT SERVICES

Client may request support services in addition to the correction of Documented Defects by delivering to Tyler a written request outlining the nature of the services desired (a "Service Request"). Such other support services may include, without limitation, services related to: (a) additional training; (b) technical assistance; (c) programming services; (d) installation of add-on components; and/or (e) business analysis. Tyler shall provide to Client a written response to the request which describes in detail the anticipated impact of the request on the existing Licensed Software, the time required to perform such services, an implementation plan, and a schedule of the fees related thereto. Fees for additional support services are set forth in Schedule 1 (Investment Summary; Professional Services) shall be billed by Tyler directly to Client and shall be invoiced monthly, which shall be due and payable within thirty (30) days.

7. VERSION RELEASES

Tyler shall provide Version Releases of the Licensed Software on not less than an annual basis. Tyler shall notify Client of the occurrence of a new Version Release and shall provide Client with access to such Version Releases for the Licensed Software in a prompt manner that is consistent with Tyler's business practices for client's utilizing the Licensed Software under a Software as a Service agreement.

8. THIRD PERSON SOFTWARE

8.1. Notice of New Third Person Software. Tyler shall provide Client with advanced notice of any mandated new Third Person Software revision that shall be required to use the Licensed Software. Tyler shall, to the extent practicable, minimize the need for Client to rely upon updates of Third Person Software.

8.2. Tyler Certification. At Tyler's expense, Tyler shall certify the compatibility of Third Person Software components used by the Licensed Software and maintain a list of supported Third Person Software release levels. Version Releases shall be certified to supported versions of all required Third Person Software. Tyler shall certify new releases of Third Person Software within a reasonable timeframe but in no event more than one (1) month following issuance of the new release.

8.3. Costs. Client is responsible for all costs associated with installing and maintaining Third Person Software versions that are identified on Tyler's list of certified Third Person Software specified in the Scope of Work (Exhibit C) and that are purchased and installed on Client equipment.

[Remainder of this page intentionally left blank]

(Schedule B-1)
Application Availability Period Service Levels

Type	Description	Goal
Application Availability Period	All operational time as set forth under "Goal", and which is outside the Operational Maintenance Window, and where Tyler has not announced its intent to perform maintenance at least forty-eight (48) hours in advance.	10:00 a.m. Central Time Sunday to 06:00 a.m. Central Time Sunday Total of 166 hours per week.
Operational Maintenance Window	<p>The Operational Maintenance Window happens weekly. During this time, Tyler can take its Odyssey servers off-line (no Internet access) and perform work on supporting hardware. Tyler will provide 48 hours notice to the Client if the Odyssey application will be unavailable during the maintenance period.</p> <p>The maintenance period includes upgrades or replacements of Tyler servers, data storage, data backup, and supporting hardware. This period also covers software maintenance items that include scheduled hot fixes, quarterly service releases, operating system security patches and upgrades, and similar maintenance operations.</p> <p>If an Odyssey application hot fix must be performed outside the maintenance period and impacts the Application Availability Period, Tyler will provide 24-hour notice to the Client.</p>	06:00 a.m. to 10:00 a.m. Central Time Sunday.
Backups	<p>Nightly backups of the following files will be completed: production databases, images, forms, and other documents.</p> <p>Client data transactions are saved every 15 minutes during the Application Availability Period. Every night, a full database backup is performed, including client images, forms, and other documents.</p> <p>Back-up media will be cycled off-site nightly to a fireproof vault.</p> <p>Nightly backups are stored offsite.</p>	Nightly

EXHIBIT D
ETHICS AFFIDAVIT

STATE OF TEXAS)
COUNTY OF TRAVIS)

ETHICS AFFIDAVIT

Date: _____
Name of Affiant: _____
Title of Affiant: _____
Business Name of Proposer: _____
County of Proposer: _____

Affiant on oath swears that the following statements are true:

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

Signature of Affiant

Address

SUBSCRIBED AND SWORN TO before me by _____ on _____, 20__.

Notary Public, State of _____

Typed or printed name of notary
My commission expires: _____

ATTACHMENT 1

EXHIBIT A
LIST OF KEY CONTRACTING PERSONS
January 24, 2012

CURRENT

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge.....	Samuel T. Biscoe	
County Judge (Spouse).....	Donalyn Thompson-Biscoe	
Executive Assistant.....	Cheryl Brown	
Executive Assistant.....	Melissa Velasquez	
Executive Assistant.....	Josie Z. Zavala	
Executive Assistant.....	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.....	Jacob Cottingham	
Commissioner, Precinct 4.....	Margaret Gomez	
Executive Assistant.....	Edith Moreira	
Executive Assistant.....	Norma Guerra	
County Treasurer.....	Dolores Ortega-Carter	
County Auditor.....	Susan Spataro, CPA	
County Executive, Administrative.....	Vacant	
County Executive, Planning & Budget.....	Leroy Nellis, Interim	
County Executive, Emergency Services.....	Danny Hobby	
County Executive, Health/Human Services.....	Sherri E. Fleming	
County Executive, TNR.....	Steven M. Manilla, P.E.*	
County Executive, Justice & Public Safety.....	Roger Jefferies	
Director, Facilities Management.....	Roger El Khoury, M.S., P.E.	
Chief Information Officer.....	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 Division.....	Prema Gregerson	
Purchasing Agent.....	Cyd Grimes, C.P.M., CPPO	
Assistant Purchasing Agent.....	Marvin Brice, CPPB	
Assistant Purchasing Agent.....	Bonnie Floyd, CPPO, CPPB, CTPM	
Purchasing Agent Assistant IV.....	Vacant	
Purchasing Agent Assistant IV.....	Lee Perry	
Purchasing Agent Assistant IV.....	Jason Walker	
Purchasing Agent Assistant IV.....	Richard Villareal	
Purchasing Agent Assistant IV.....	Patrick Strittmatter*	
Purchasing Agent Assistant IV.....	Lori Clyde, CPPO, CPPB	
Purchasing Agent Assistant IV.....	Scott Wilson, CPPB	
Purchasing Agent Assistant IV.....	Jorge Talavera, CPPO, CPPB	
Purchasing Agent Assistant IV.....	George R. Monnat, C.P.M., A.P.P.	
Purchasing Agent Assistant IV.....	John E. Pena, CTPM	
Purchasing Agent Assistant III.....	Shannon Pleasant, CTPM*	
Purchasing Agent Assistant III.....	David Walch	
Purchasing Agent Assistant III.....	Michael Long, CPPB	
Purchasing Agent Assistant III.....	Elizabeth Corey, C.P.M.	
Purchasing Agent Assistant III.....	Rosalinda Garcia	
Purchasing Agent Assistant III.....	Loren Breland, CPPB	
Purchasing Agent Assistant III.....	Nancy Barchus, CPPB	
Purchasing Agent Assistant III.....	Jesse Herrera, CTP, CTPM, CTPM*	
Purchasing Agent Assistant II.....	C.W. Bruner, CTP	

HUB Coordinator..... Sylvia Lopez
 HUB Specialist..... Betty Chapa
 HUB Specialist..... Jerome Guerrero
 Purchasing Business Analyst..... Scott Worthington
 Purchasing Business Analyst..... Jennifer Francis
 Justice of the Peace, Pct. 1..... Judge Yvonne M. Williams
 Justice of the Peace, Pct. 2..... Judge Glenn Bass
 Justice of the Peace, Pct. 3..... Judge Susan Steeg
 Justice of the Peace, Pct. 4..... Judge Raul Arturo Gonzalez
 Justice of the Peace, Pct. 5..... Judge Herb Evans
 ITS..... Terri Montgomery
 ITS..... Tanya Acevedo

FORMER EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Date of Expiration
County Executive, TNR	Joseph Gieselman	01/31/12
Purchasing Agent Assistant IV	Oralia Jones, CPPB	07/31/12
County Executive, Planning & Budget	Rodney Rhoades	08/19/12
Purchasing Agent Assistant IV	Diana Gonzalez	12/16/12

* - Identifies employees who have been in that position less than a year.

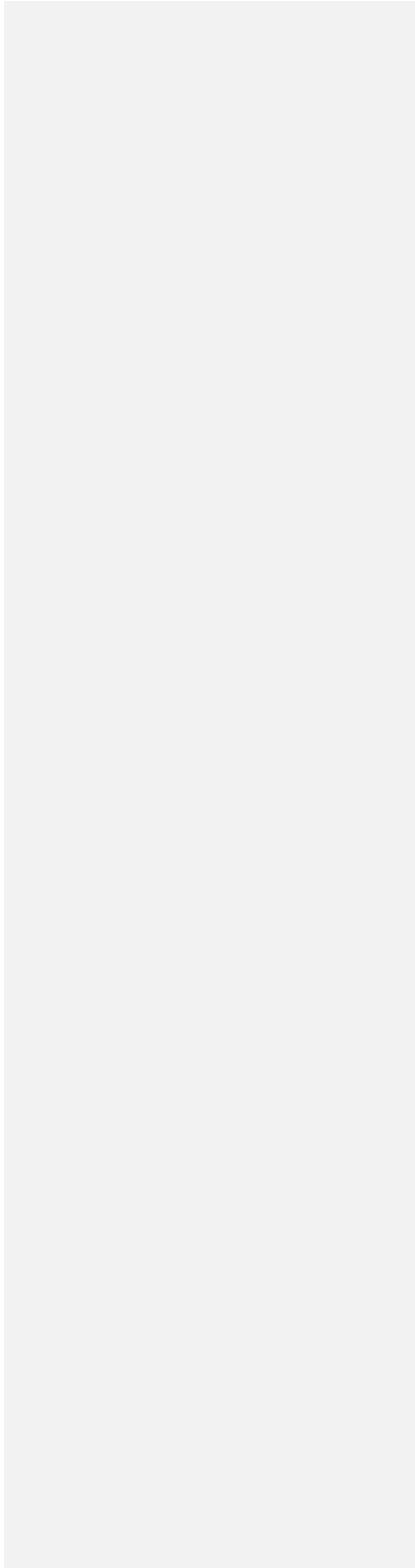


Exhibit E

TRAVIS COUNTY SECURITY REQUIREMENTS

1.0 SECURITY COMPLIANCE:

Network, Computer, and Information Security Compliance:

- 1.1 The goods and/or services to be procured under this Agreement must be and remain in compliance with applicable Texas law.

The goods and/or services to be procured under this Agreement must be and reasonably remain in compliance with all Travis County network, computer, software, and information security policies, standards, specifications, guidelines, processes and procedures already developed or deployed except to the extent noncompliance has been disclosed and accepted by Travis County and subsequently mutually agreed to developed or deployed Travis County security requirements County or subsequently developed or deployed and used by or for the Travis County Department of Information and Telecommunications Services ("ITS") and/or a department, office or division of any elected or appointed Travis County official (collectively, the "Travis County Security Requirements" or the "Security Requirements") based upon industry best practice standards ("Security Requirements"). The documents comprising the Security Requirements may be obtained upon request from ITS and upon execution of a Travis County Non-Disclosure and Confidentiality Agreement (See attachment A).

- 1.2 **Initial Compliance:** Contractor's goods and/or services shall comply with the Security Requirements, including but not limited to the Travis County Asset Management Policy, Lifecycle Management Standard, Configuration Management Standard, Change Control Standard, and System Development Lifecycle Standard except as disclosed on Contractor's certification of compliance attached hereto. Contractor's goods and/or services must operate with and be compatible with any and all reasonable network security, computer security, software security, and/or information security safeguards, including security hardware, software, appliances deployed by County (the "Security Safeguards").

- 1.3 **Certification of Compliance:** Contractor must perform a self-conducted compliance review of Contractor's goods and/or services and provide to the County, as part of this Agreement, written certification in the form of a completed, signed, and dated compliance review checklist, attesting that Contractor's goods and/or services are compliant with the Security Requirements. An authorized official of the Contractor's company must sign and date the compliance review checklist.

1.4 **Exceptions to Compliance Prior to Contract Award:**

If the Contractor's goods and/or services are not in full compliance, the Contractor may choose to provide written notice to the County describing the specific exceptions to compliance, the reasons for non-compliance, Contractor's future intention to achieve compliance or reasons why compliance is not necessary or desirable, and/or other comments that the County should take into consideration when determining whether County should enter into this Agreement.

1.5 **Ongoing Compliance Until Contract Award:**

Contractor's goods and/or services must comply with any and all modifications and/or additions to the Security Requirements and/or Security Safeguards that may occur between the period during which this Agreement is under negotiation and Agreement execution which are disclosed to the Contractor and thereafter only to the extent that Contractor affirmatively represents it is in compliance.

If Contractor's goods and/or services become non-compliant after the Contractor has executed this Agreement, either through no fault of the County or in the event the County revises the Security Requirements and/or makes a change to the Security Safeguards based upon recognized industry best practice standards and such revision causes the Contractor's goods and/or services to be non-compliant, the County shall have the option of accepting the non-compliance or requiring Contractor to make any necessary modifications or alterations to bring Contractor's goods and services into compliance before execution of this Agreement.

If County exercises its right herein to require compliance pursuant to the foregoing, Contractor shall be responsible for bringing the goods and/or services into compliance and shall be responsible for all costs incurred by Contractor in order to become compliant.

1.6 **Ongoing Compliance Upon Execution of Contract:**

Contractor's goods, services, practices, and/or procedures must reasonably remain in compliance with the Security Requirements and compatible with the Security Safeguards, including complying with any and all reasonable and mutually acceptable modifications and/or additions to the Security Requirements and/or Security Safeguards based upon industry best practice standards that may occur throughout the term of this Agreement.

The Contractor shall provide the required hardware, software, materials, expertise, and/or labor required to ensure ongoing compliance of the Contractor-provided goods and/or services with the Security Requirements, including operability and compatibility with the Security Safeguards as a part of ongoing maintenance and support.

The Contractor-provided goods, services, practices, and/or procedures must be accredited by the ITS Department Security Manager before being connected into the Travis County Government Network or placed into any County production operation environment. Accreditation is achieved by undergoing a Security Assessment that shows the Contractor supplied goods and/or services are compliant with the Security Requirements and Security Safeguards. This security evaluation of the specific solutions covered by the Agreement may reveal aspects of the architecture, implementation, operation, maintenance, and/or other aspect of these solutions that may necessitate incorporating additional solution-specific information security requirements to protect County computers, networks, software, information, and facilities.

1.7 **Notification of Non-Compliance or Incompatibility:**

If Contractor determines, at any time during the Agreement term, that Contractor's goods, services, practices, and procedures do not comply with County's current Security Requirements and/or are not compatible with County's current Security Safeguards, the Contractor shall notify the ITS Help Desk by no later than the end of the business day following the confirmation by the Contractor of the non-compliance or incompatibility.

If the County determines at any time during the Agreement term, that the Contractor's goods, services, practices, and procedures do not comply with County's current Security Requirements and/or compatibility with County's current Security Safeguards, the County shall

Comment [RW1]: Is there an attachment?

Comment [RW2]: Who does the accreditation?

notify the Contractor by no later than the end of the business day following the confirmation by the Contractor of the non-compliance or incompatibility.

1.8 Remedy of Non-Compliance or Incompatibility:

In the event that either the County or the Contractor are notified of a non-compliance and/or incompatibility, the Contractor shall:

- 1.) Determine the effort and cost to bring Contractor's goods, services, practices, and procedures into compliance and compatibility;
- 2.) Provide to the County a ~~draft working plan, including schedule, work effort and cost details, and high level description of the work effort required, to remedy the non-compliance or incompatibility to the County no later than 630 working days after notification of the non-compliance and/or the incompatibility to County has been confirmed.~~

The parties shall cooperate in good faith to determine if and to what extent such noncompliance may be remedied. The County, at its sole discretion, shall determine whether the Contractor must bring some, all, or none of the non-compliant or incompatible Contractor's goods, services, practices, and procedures into compliance with County's current Security Requirements and/or into compatibility with County's current Security Safeguards. Any instance of non-compliance or compatibility that the County does not require to be brought into compliance or compatibility is not remedied by agreement will be noted as an exception. The County may choose, in its sole discretion, at any time, to remove the exception and require compliance and/or compatibility.

The ContractorCounty shall be responsible for all costs associated with bringing Contractor-supplied goods, services and/or Contractor processes and practices into compliance with the Security Requirements and compatibility with the Security Safeguards.

The County may, at its sole discretion, provide some, all or none of the hardware, software, materials, expertise, and labor that may be required from time to time to bring the Contractor-supplied goods, services, practices, and/or procedures into compliance with the Security Requirements and the Security Safeguards.

1.9 Connectivity and Access to County Network, Systems, Software, and/or Information:

The Contractor and Contractor personnel who will be providing and/or maintaining goods and/or services, and who may from time to time access County systems, networks, software, and/or information, must be familiar with, and agree to adhere to and comply with the Security Requirements that pertain to and govern access to County computers, networks, software, and information including without limitation the Travis County Government Asset Protection Policy, Access Control Standard, Remote Access Standard, Security Awareness Policy, and Third Party Security Awareness Standard ~~except to the extent of any exceptions previously noted as provided herein.~~



Travis County Commissioners Court Agenda Request

Meeting Date: March 6, 2012
Prepared By/Phone Number: Ron Dube, 854-6458
Elected/Appointed Official/Dept. Head: Cyd Grimes
Commissioners Court Sponsor: Judge Biscoe

Agenda Language: DECLARE LISTED ITEMS AS SURPLUS AND SELL AT PUBLIC AUCTION PURSUANT TO SECTION 263.151 OF THE TEXAS LOCAL GOVERNMENT CODE.

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 some of the items on the list have purchase dates of 1986 through 2012 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.

Pursuant to Section 263.151, declare the attached list of equipment as Surplus Property.

APPROVED BY: _____
County Judge

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	PO	ASSET	LOC	STA	ACCT
1	N/A	N/A	N/A	N/A	N/A	N/A	1 BOX OF VHS MOVIES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
2	2887	PO	LEF	1994	64834	0	NIGHT VISION POCKET SCOPE	54	\$0.00	\$ 2,300.00	15	10	67343	30410	TCAUC1	A	8055
2	2887	PO	DMS	1998	93544	0	HANDHELD PULSE OXIMETERS W/MEMORY, #N6200M	103204395	\$0.00	\$ 600.00	49	45	145527	44981	TCAUC1	A	8051
2	2887	PO	COP	1998	94388	0	PAPER SCANNER, VISIONEER	FA744N010596	\$0.00	\$ 218.00	37	6	141324	44288	TCAUC1	A	8001
2	2887	PO	OFE	2000	102390	0	PALM PILOT VX	10GK1BN06FM2	\$0.00	\$ 352.00	15	10	195425	52472	TCAUC1	A	8001
2	2887	PO	COP	2002	106582	0	HANDSPRING - HANDHELD PALM PILOT ORGANIZER	AEBEE21823138	\$0.00	\$ 229.99	15	10	232649	57474	TCAUC1	A	8001
2	2887	PO	CAM	2002	106585	0	DIGITAL CAMERA HEWLETT PACKARD 318 ITEM NUMBER AND	CN2320313R	\$0.00	\$ 196.89	15	10	229749	57471	TCAUC1	A	8013
2	2887	PO	CAM	2003	109586	0	DIGITAL CAMERA, SONY MVC-CD400 MAVICA #379393	419249	\$0.00	\$ 594.00	15	10	255456	67038	TCAUC1	A	8013
2	2887	PO	COP	2004	125105	0	BELKIN KVN SWITCH	3045034978	\$0.00	\$ 189.95	15	10	293268	73197	TCAUC1	A	8001
3	N/A	N/A	N/A	N/A	N/A	N/A	1 BOX OF USED CD'S AND 1 USED CD ORGANIZER	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
4	N/A	N/A	N	N/A	N/A	N/A	9 USED BICYCLE TIRES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
5	2888	PO	COP	2006	13002	0	CANON DR 2580C SHEETFEED SCANNER,MFR# 0080B002	DG300957	\$0.00	\$ 665.00	15	10	327971	77676	TCAUC1	A	8001
6	N/A	N/A	N	N/A	N/A	N/A	1 BOX = UNIVERSAL REMOTES AND FLASH LIGHTS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
7	N/A	N/A	N/A	N/A	N/A	N/A	1 BOX OF USED CD AND CASSETTE PLAYERS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
8	N/A	N/A	N/A	N/A	N/A	N/A	1 BOX OF USED KNIFES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
9	N/A	N/A	N/A	N/A	N/A	N/A	1 BOX OF OLD WALLETS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
10	2889	PO	COP	2004	121381	0	PSC/PERCON FA;CON 340 BATCH PARTABLE DATA TERMINAL	F204048010	\$0.00	\$ 1,372.00	15	10	277875	69656	TCAUC1	A	8001
10	2889	PO	COP	2004	121382	0	PSC/PERCON FA;CON 340 BATCH PARTABLE DATA TERMINAL	F204048013	\$0.00	\$ 1,372.00	15	10	277875	69657	TCAUC1	A	8001
10	2889	PO	OGH	2001	139575	0	PICTURETEL MICROPHONE	N/A	\$0.00	\$ -	15	10	199375	56144	TCAUC1	A	8015
10	2889	PO	EEE	2008	140183	0	SYMBOL BARCODE SCANNER	MHE42F	\$0.00	\$ 163.64	15	10	402018	94883	TCAUC1	A	8012
10	2889	PO	EEE	2008	140194	0	SYMBOL BARCODE SCANNER	MHE41V	\$0.00	\$ 163.64	15	10	402018	94894	TCAUC1	A	8012
10	2889	PO	COP	2009	140225	0	SYMBOL LS2208 USB SCANNER KIT	SY4C9HN	\$0.00	\$ 151.50	15	10	415044	90745	TCAUC1	A	8001
10	2889	PO	COP	2009	140232	0	SYMBOL LS2208 USB SCANNER KIT	SY4C57R	\$0.00	\$ 151.50	20	10	415044	90752	TCAUC1	A	8001
10	2889	PO	COP	2009	140240	0	SYMBOL LS2208 USB SCANNER KIT	SY4C4BN	\$0.00	\$ 151.50	15	10	415044	90760	TCAUC1	A	8001
10	2889	PO	COP	2009	140261	0	SYMBOL LS2208 USB SCANNER KIT	SY4C59U	\$0.00	\$ 151.50	15	10	415044	90781	TCAUC1	A	8001
10	2889	PO	COP	2007	140275	0	SYMBOL LS2208 USB SCANNER KIT	ML4ALJ	\$0.00	\$ 145.00	15	10	381241	90699	TCAUC1	A	8001
10	2889	PO	COP	2004	152012	0	SYMBOL BARCODE SCANNER, KEYBOARD WEDGE PS2	MW00AJ	\$0.00	\$ 178.00	15	10	293160	78999	TCAUC1	A	8001
10	2889	PO	COP	2004	152014	0	SYMBOL BARCODE SCANNER, KEYBOARD WEDGE PS2	MV99LE	\$0.00	\$ 178.00	15	10	293160	79002	TCAUC1	A	8001
11	N/A	N/A	N/A	N/A	N/A	N/A	5 PAPER TOWEL DISPENSERS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
12	2890	PO	TV	2008	131956	0	TV, SAMSUNG 52" LCD	ALXS3CFQ304889D	\$0.00	\$ 1,792.18	15	10	391427	88756	TCAUC1	A	8013
13	2891	PO	CAM	1996	88768	0	SCREEN, DA-LITE 40427 - 6'X8' FASTFOLD	N/A	\$0.00	\$ 624.50	6	10	106458	36994	TCAUC1	A	8013
14	N/A	N/A	N/A	N/A	N/A	N/A	1 CAMERA TRIPOD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
15	2892	PO	VCR	1991	84027	0	VCR,SANYO	30510602B22	\$0.00	\$ 285.00	15	10	15343	562	TCAUC1	A	8013
15	2892	FA	VCR	2011	164990	0	SYMPHONIC DVD PLAYER	D29431712A	\$0.00	\$ -	15	10		101599	TCAUC1	A	8013
16	N/A	N/A	N/A	N/A	N/A	N/A	1 (BAD) POWER PROBE ELECTRIC TESTER AND 5 STRAPS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
17	N/A	N/A	N/A	N/A	N/A	N/A	1 SMALL REFRIGERATOR (NON-WORKING)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
18	N/A	N/A	N/A	N/A	N/A	N/A	2 USED METAL DOLLIES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
19	2893	PO	COP	1999	98073	0	BEST POWER FORTRESS UPS MODEL #LI1.7KFX,	LI17KFX17420	\$0.00	\$ 1,019.00	15	10	159452	47502	TCAUC1	A	8001
19	2893	PO	COP	1999	98074	0	BEST POWER FORTRESS UPS, BATTERY PACK	N/A	\$0.00	\$ 255.00	15	10	159452	47503	TCAUC1	A	8001
20	2894	PO	COP	2005	126609	0	SCANJET 7650 2400DPI USB2 12PPM 50PG ADF LTR FLAT	CN52QT60ZW	\$0.00	\$ 563.00	15	10	320388	75795	TCAUC1	A	8001
20	2894	PO	COP	2007	128868	0	SCANNER/HP DIGITAL/FLATBED/HP SCANJET 5590	US6APSR1HZ	\$0.00	\$ 281.99	15	10	357292	81986	TCAUC1	A	8001
21	2895	FA	RRE	1994	56763	0	SLIDE PROJECTOR, KODAK	39807	\$0.00	\$ 552.50	58	50		45650	TCAUC1	A	8013
22	N/A	N/A	N/A	N/A	N/A	N/A	1 OLD MAKITA GRINDER AND 1 USED ELECTRIC MOTOR	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
23	2896	PO	YGA	2000	100042	0	14" CHAINSAW, ECHO	579390	\$0.00	\$ 189.00	15	10	195320	51185	TCAUC1	A	8043
23	2896	PO	YGA	2009	137511	0	ECHO CS341-14" CHAIN SAW	C08511013678	\$0.00	\$ 224.99	15	10	410014	90031	TCAUC1	A	8043

24	N/A	N/A	N/A	N/A	N/A	N/A	1 BOX OF LIGHT BULBS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
25	2897	PO	CAM	1997	91525	0	PROJECTOR, PROXIMA DP5500 LCD WITH ROLLING HARD	47087117	\$0.00	\$ 4,780.00	58	50	123131	39809	TCAUC1	A	8013		
26	N/A	N/A	N/A	N/A	N/A	N/A	3 USED AIR PURIFIERS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
27	2898	PO	COP	2004	121644	0	HP SCANJET 5550C DIGITAL FLATBED SCANNER	CN424S72H7	\$0.00	\$ 267.00	15	10	280615	70602	TCAUC1	A	8001		
27	2898	PO	FAX	2004	123385	0	BROTHER INTELLIFAX LASER 2800 FAX MACHINE	U56577E4J548146	\$0.00	\$ 199.94	15	10	286755	71881	TCAUC1	A	8013		
27	2898	PO	COP	2009	139072	0	SCANNER, DIGITAL FLATBED, HP SCANJET 5590	CN8BTT1078	\$0.00	\$ 249.00	15	10	423530	92096	TCAUC1	A	8001		
28	N/A	N/A	N/A	N/A	N/A	N/A	2 OLD RIOT SHIELDS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
29	N/A	N/A	N/A	N/A	N/A	N/A	6 OLD JACK STANDS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
30	N/A	N/A	N/A	N/A	N/A	N/A	1 USED SMALL PALLET JACK	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
31	N/A	N/A	N/A	N/A	N/A	N/A	5 GEAR HINGES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
32	N/A	N/A	N/A	N/A	N/A	N/A	1 USED PING PONG TABLE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
33	2899	FA	OGH	2012	121604	0	READY FLOOR HEATER	15742972	\$0.00	\$ -	15	10		102945	TCAUC1	A	8015		
34	N/A	N/A	N/A	N/A	N/A	N/A	2 LARGE CONFERENCE TABLES -DAMAGED-	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
35	N/A	N/A	N/A	N/A	N/A	N/A	1 USED TIER TABLE AND 1 USED ROLLING CART	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
36	2900	PO	YGA	2008	141129	0	ECHO TRIMMER	S73311004725	\$0.00	\$ 279.99	15	10	388616	86573	TCAUC1	A	8043		
37	2901	PO	YGA	2008	138354	0	ECHO 25.4CC TRIMMER	S73311006296	\$0.00	\$ 224.30	15	10	402927	89241	TCAUC1	A	8043		
38	2902	PO	YGA	2008	138352	0	ECHO 25.4CC TRIMMER	S73311004713	\$0.00	\$ 224.30	15	10	402927	89239	TCAUC1	A	8043		
39	N/A	N/A	N/A	N/A	N/A	N/A	1 VACUUM - NON-WORKING-	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
40	N/A	N/A	N/A	N/A	N/A	N/A	1 BUFFER -NON-WORKING-	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
41	2903	PO	TV	1995	78446	0	TV-13", COLOR	55114342772	\$0.00	\$ 169.00	15	10	83032	33930	TCAUC1	A	8013		
41	2903	PO	TVC	2006	131473	0	19" TOSHIBA MV13Q41 TV/VCR COMBO	BAB359051609A	\$0.00	\$ 109.90	15	10	334353	84531	TCAUC1	A	8013		
42	2904	PO	OFE	2008	13241	0	SHREDDER, FELLOWS P5-60	N/A	\$0.00	\$ 79.73	15	10	396943	88287	TCAUC1	A	8001		
42	2904	PO	COP	2002	105117	0	SCAN PARTNER FI-4220C, FUJITSU	1985	\$0.00	\$ 1,199.00	15	10	239229	60781	TCAUC1	A	8001		
42	2904	PO	COP	2003	121407	0	VISIONER SCANNER WITH ADF	TW103260WZ500019	\$0.00	\$ 529.00	15	10	260260	69215	TCAUC1	A	8001		
42	2904	PO	FAX	2009	140422	0	FAX, COPIER COMBO	NEED	\$0.00	\$ 367.91	15	10	417345	91181	TCAUC1	A	8001		
43	2905	OJ	TYP	1986	51843	0	IBM SELECTRIC III TYPEWRITER	6.70512E+12	\$0.00	\$ 850.00	34	1		18584	TCAUC1	A	8001		
43	2905	OJ	TYP	1988	59039	0	TYPEWRITER , PANASONIC KXE 700M	7KM10F11245	\$0.00	\$ 1,478.60	15	10		22428	TCAUC1	A	8001		
43	2905	PO	TYP	1995	78991	0	TYPEWRITER, SWINTEC	42300653	\$0.00	\$ 438.00	15	10	82158	33933	TCAUC1	A	8001		
43	2905	PO	TYP	1998	96085	0	TYPEWRITER, SWINTEC 7040	77300720	\$0.00	\$ 394.00	15	10	151058	45854	TCAUC1	A	8001		
44	2906	PO	OFE	2001	103581	0	SHREDDER #20801C	3010801H6C	\$0.00	\$ 1,025.00	15	10	200069	52768	TCAUC1	A	8001		
45	2907	FA	TVC	1996	80511	0	TV/VCR, ZENETH	4007397	\$0.00	\$ 480.00	15	10		36069	TCAUC1	A	8013		
45	2907	PO	TV	1998	93298	0	TV, ZENITH 27"	82153060524	\$0.00	\$ 212.00	15	10	133880	42022	TCAUC1	A	8013		
46	2908	IF	TV	2005	126388	0	19" TELEVISION, TOSHIBA	BC301047360	\$0.00	\$ 109.00	15	10		76142	TCAUC1	A	8013		
46	2908	IF	TV	2005	126395	0	19" TELEVISION, TOSHIBA	BC301047338	\$0.00	\$ 109.00	15	10		76149	TCAUC1	A	8013		
46	2908	IF	TV	2005	126397	0	19" TELEVISION, TOSHIBA	BC301047342	\$0.00	\$ 109.00	15	10		76151	TCAUC1	A	8013		
46	2908	IF	TV	2006	127943	0	19" TELEVISION, TOSHIBA	BC301015726A	\$0.00	\$ 109.00	15	10		78514	TCAUC1	A	8013		
46	2908	IF	TV	2006	130810	0	19" TELEVISION, TOSHIBA	BC308037394	\$0.00	\$ 109.00	15	10		79715	TCAUC1	A	8013		
47	N/A	N/A	N/A	N/A	N/A	N/A	1 PALLET OF MODULAR HARDWARE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
48	N/A	N/A	N/A	N/A	N/A	N/A	1 REFRIGERATOR -NON-WORKING-	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
49	2909	PO	CAM	1994	10660	0	PROJECTOR, OVERHEAD/	NEED	\$0.00	\$ 695.00	15	10	C01957	37668	TCAUC1	A	8013		
49	2909	PO	PRT	2006	11977	0	DYMO LABELWRITER 400 TURBO LABEL MAKER,MFR# 69110	2063274	\$0.00	\$ 111.75	15	10	327972	77671	TCAUC1	A	8001		
49	2909	PO	OFE	2007	13135	0	SHREDDER, FELLOWES PS-60	N/A	\$0.00	\$ 83.59	15	10	362100	82030	TCAUC1	A	8001		
49	2909	PO	TV	1997	91896	0	TELEVISION, PANASONIC	NEED	\$0.00	\$ 298.00	15	10	123280	40475	TCAUC1	A	8013		
49	2909	PO	PRT	2007	128913	0	PRINTER/HP-OFFICEJET/L7680/COLOR/ALL-IN-ONE	MY75E540NN	\$0.00	\$ 356.00	15	10	370707	83757	TCAUC1	A	8001		
50	2910	PO	FAX	2002	104812	0	MURATEC F-150 PLUS HANDSET	D8535090025218	\$0.00	\$ 1,275.00	15	10	222560	56705	TCAUC1	A	8013		
50	2910	PO	FAX	2002	104984	0	FAX MACHINE STATE PURCHASE - MURATEC	D8535090025103	\$0.00	\$ 1,275.00	15	10	223969	56706	TCAUC1	A	8013		
50	2910	PO	FAX	2010	146843	0	MURATEC FAX F-525, FAX, SCAN, PRINT	DA739590018002	\$0.00	\$ 995.00	15	10	457624	98306	TCAUC1	A	8013		
51	N/A	N/A	N/A	N/A	N/A	N/A	1 MISC PALLET-USED RIBON PRINTERS AND CABLES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A

52	N/A	N/A	N/A	N/A	N/A	N/A	6 USED METAL BEAMS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
53	2911	PO	TVC	1999	98106	0	TV/VCR, PANASONIC 19"	E9AA26262	\$0.00	\$ 358.00	15	10	165345	47671		TCAUC1	A	8013	
53	2911	PO	TVC	1999	98109	0	TV/VCR, PANASONIC 19"	E9AA26263	\$0.00	\$ 358.00	15	10	165345	47674		TCAUC1	A	8013	
53	2911	FA	TV	2010	139926	0	RCA 21" TV	A45M104N	\$0.00	\$ -	15	10		96914		TCAUC1	A	8013	
54	N/A	N/A	N/A	N/A	N/A	N/A	1 Pallet= 2 OLD ADDING MACHINES AND BINDERS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
55	N/A	N/A	N/A	N/A	N/A	N/A	1 PALLET OF EXPIRED TONERS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
56	N/A	N/A	N/A	N/A	N/A	N/A	1 BOX OF OLD INMATE BED SHEETS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
57	2913	FA	CLC	2012	117137	0	DRYER,COMMERICAL/SPEED QUEEN 480V 3-PHASE	9014654	\$0.00	\$ 2,201.84	45	10		102891		TCAUC1	A	8031	
58	2914	PO	IEF	2000	101077	0	SPEED QUEEN COMMERCIAL DRYER	6010160	\$0.00	\$ 570.00	15	10	189015	50160		TCAUC1	A	8036	
59	2915	PO	CLC	2001	104678	0	SPEED QUEEN COMMERCIAL ELECTRIC DRYERS	109019375	\$0.00	\$ 575.00	15	10	216415	54786		TCAUC1	A	8031	
60	2916	FA	CLC	2008	117133	0	SPEED QUEEN COMMERCIAL WASHER	NONE	\$0.00	\$ 700.00	15	10		87849		TCAUC1	A	8031	
61	2917	PO	CLC	2001	104682	0	SPEED QUEEN COMMERCIAL WASHER	106004841	\$0.00	\$ 700.00	15	10	216415	79466		TCAUC1	A	8031	
62	2918	FA	CLC	2012	117131	0	DRYER,COMMERICAL/SPEED QUEEN 480V 3-PHASE	9014658	\$0.00	\$ 2,201.84	45	10		102892		TCAUC1	A	8031	
63	N/A	N/A	N/A	N/A	N/A	N/A	1 PALLET OF MISC METAL BARS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
64	N/A	N/A	N/A	N/A	N/A	N/A	1 REFRIGERATOR -NON-WORKING-	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
65	N/A	N/A	N/A	N/A	N/A	N/A	1 PALLET OF TABLES -BROKEN/DAMAGED-	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
66	N/A	N/A	N/A	N/A	N/A	N/A	1 PALLET OF MISC SCRAP WOOD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
67	N/A	N/A	N/A	N/A	N/A	N/A	2 OLD WOODEN SHELVES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
68	N/A	N/A	N/A	N/A	N/A	N/A	1 PALLET OF OLD BOOKS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
69	N/A	N/A	N/A	N/A	N/A	N/A	1 PALLET MISC = BINDERS AND PAPER TRAYS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
70	N/A	N/A	N/A	N/A	N/A	N/A	1 PALLET OF MODULAR FURNITURE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
71	N/A	N/A	N/A	N/A	N/A	N/A	1 PALLET OF OLD METAL CABINETS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
72	N/A	N/A	N/A	N/A	N/A	N/A	1 PALLET OF MODULAR FURNITURE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
73	N/A	N/A	N/A	N/A	N/A	N/A	1 PALLET OF MODULAR FURNITURE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
74	N/A	N/A	N/A	N/A	N/A	N/A	1 PALLET OF MODULAR FURNITURE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
75	N/A	N/A	N/A	N/A	N/A	N/A	1 PALLET OF MODULAR FURNITURE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
76	N/A	N/A	N/A	N/A	N/A	N/A	1 PALLET OF MODULAR FURNITURE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
77	N/A	N/A	N/A	N/A	N/A	N/A	2 OLD DESKS -DAMAGED-	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
78	N/A	N/A	N/A	N/A	N/A	N/A	4 ROLLS OF OLD CARPET	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
79	N/A	N/A	N/A	N/A	N/A	N/A	1 PALLET MISC= LIGHTS,CABLES AND OFFICE SUPPLIES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
80	N/A	N/A	N/A	N/A	N/A	N/A	BALL MAINTENANCE EQUIPMENT	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
81	N/A	N/A	N/A	N/A	N/A	N/A	1 PALLET MISC = OLD PHONES AND OLD METAL DESK	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
82	2919	PO	CAM	1997	91806	0	CAMCORDER, PANASONIC OMNI	D7WA10028	\$0.00	\$ 546.00	15	10	125625	40220		TCAUC1	A	8013	
83	N/A	N/A	N/A	N/A	N/A	N/A	1 PALLET OF VHS VIDEO TAPES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
84	N/A	N/A	N/A	N/A	N/A	N/A	1 PALLET OFFICE SUPPLIES= PAPER TRAYS AND BINDERS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
85	2920	OJ	TV	1993	61885	0	TELEVISION, RCA MDL:42152	848280624	\$0.00	\$ 280.00	15	10		24450		TCAUC1	A	8015	
85	2920	FA	TV	2011	61889	0	RCA T.V.	8482280523	\$0.00	\$ -	15	10		101600		TCAUC1	A	8013	
85	2920	PO	TV	1995	84247	0	TV, PANASONIC	LA41791104	\$0.00	\$ 250.00	15	10	70533	31573		TCAUC1	A	8013	
85	2920	PO	TV	1995	84248	0	TV, PANASONIC	LA41791100	\$0.00	\$ 250.00	15	10	70533	31574		TCAUC1	A	8013	
86	2921	FA	TV	1994	72047	0	TV, MAGNAVOX	83600918	\$0.00	\$ 258.00	15	10		27646		TCAUC1	A	8013	
86	2921	FA	MDM	1995	72264	0	RACAL MILGO COM LINK III MODE	1581	\$0.00	\$ 850.00	15	10		31271		TCAUC1	A	8001	
86	2921	FA	NTW	2011	97994	0	CISCO CATALYST 3548	FAB0540P11R	\$0.00	\$ -	15	10		102180		TCAUC1	A	8001	
86	2921	FA	TV	2002	102809	0	SAMSUNG #TXJ1366	3CCR200860T	\$0.00	\$ 150.00	15	10		56785		TCAUC1	A	8013	
86	2921	PO	VCR	2002	109084	0	VHS HI-FI RECORDER, RCA	C303NJ0FI	\$0.00	\$ 68.00	15	10	239607	60461		TCAUC1	A	8013	
86	2921	PO	VCR	2002	109689	0	VHS HI FI RECORDER, RCA	C357NQ08Q	\$0.00	\$ 68.00	15	10	239607	61421		TCAUC1	A	8013	
86	2921	PO	NTW	2003	120787	0	CISCO WS-C3550 24-EMI MULTILAYER SWITCH	CAT0728XINL	\$0.00	\$ 3,131.23	15	10	262221	69077		TCAUC1	A	8001	
86	2921	FA	NTW	2011	120791	0	CISCO CATALYST 4912G SWITCH	FOX05270JN4	\$0.00	\$ -	15	10		102179		TCAUC1	A	8001	
86	2921	FA	NTW	2011	120794	0	CISCO CATALYST 3550	CAT0730R187	\$0.00	\$ -	15	10		102181		TCAUC1	A	8001	

86	2921	FA	NTW	2011	121199	0	CISCO CATALYST 3550	FAA05448067	\$0.00	\$ -	15	10		102178	TCAUC1	A	8001
86	2921	FA	NTW	2011	121212	0	CISCO CATALYST 3550	CAT0816Y0T0	\$0.00	\$ -	15	10		102182	TCAUC1	A	8001
86	2921	FA	COP	2011	125352	0	APC SMART UPS 1400	QS0506113817	\$0.00	\$ 603.86	15	10		102177	TCAUC1	A	8001
86	2921	FA	VCR	2011	164989	0	RCA VHS PLAYER	918681315	\$0.00	\$ -	15	10		101598	TCAUC1	A	8013
87	2922	OJ	TV	1984	50646	0	PANASONIC 19" COLOR TELEVISION	AP32780534	\$0.00	\$ 539.00	58	57		15618	TCAUC1	A	8001
87	2922	FA	TV	1994	83017	0	TV, RCA, XL100	224417178	\$0.00	\$ 275.00	15	10		27648	TCAUC1	A	8013
87	2922	PO	TV	1991	83038	0	TV, RCA MD#XL-100	216216682	\$0.00	\$ 237.00	15	10	P46338	2174	TCAUC1	A	8013
87	2922	PO	TV	2001	102494	0	TV, 13 INCH SCREEN WITH WIRELESS REMOTE	55426861	\$0.00	\$ 157.29	15	10	199050	52474	TCAUC1	A	8013
88	N/A	N/A	N/A	N/A	N/A	N/A	6 OLD EXTERNAL TRASH CAN COVERS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
89	2923	PO	TV	2001	104213	0	COMBINATION VCR/25" COLOR RECEIVER #840-82-20125-6	H1AA43835	\$0.00	\$ 388.00	15	10	216474	53725	TCAUC1	A	8013
90	N/A	N/A	N/A	N/A	N/A	N/A	6 SIDE PANELS OF MODULAR FURNITURE -USED-	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
91	2924	OJ	OFE	1988	77148	0	DATE & TIME STAMP , AR-E RAPIDPRINT	321437	\$0.00	\$ 673.00	15	10		22781	TCAUC1	A	8001
92	N/A	N/A	N/A	N/A	N/A	N/A	7 SIDE PANELS OF MODULAR FURNITURE -USED-	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
93	2925	PO	TVC	1995	80568	0	SHARP 13" TV/VCR COMBO	526733	\$0.00	\$ 400.00	15	10	82858	32903	TCAUC1	A	8013
93	2925	FA	TV	2011	165000	0	SAMSUNG T.V.	3CCT5002120	\$0.00	\$ -	15	10		101597	TCAUC1	A	8013
94	N/A	N/A	N/A	N/A	N/A	N/A	1 PALLET MISC=BOOKS,2MICROWAVES,ICE CHEST -USED-	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
95	N/A	N/A	N/A	N/A	N/A	N/A	1 PALLET OF USED CORKBOARDS AND WHITEBOARDS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
96	N/A	N/A	N/A	N/A	N/A	N/A	1 PALLET=2 OLD TOWEL DISPENSERS AND BINDERS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
97	N/A	N/A	N/A	N/A	N/A	N/A	1 PALLET=METAL FILE CABINET AND PLASTIC CONTAINERS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
98	N/A	N/A	N/A	N/A	N/A	N/A	1 Pallet= 2 OLD ADDING MACHINES AND BINDERS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
99	N/A	N/A	N/A	N/A	N/A	N/A	1 PALLET OF DAMAGES TABLES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
100	N/A	N/A	N/A	N/A	N/A	N/A	1 PALLET OF USED BINDERS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
101	N/A	N/A	N/A	N/A	N/A	N/A	1 PALLET OF USED LAPTOP BAGS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
102	N/A	N/A	N/A	N/A	N/A	N/A	1 PALLET OF USED PLASTIC CONTAINERS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
103	N/A	N/A	N/A	N/A	N/A	N/A	1 PALLET OF USED PLASTIC CONTAINERS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
104	N/A	N/A	N/A	N/A	N/A	N/A	1 PALLET OF USED PLASTIC CONTAINERS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
105	2928	PO	LEF	2009	158449	0	PYTHON DOPPLER RADAR UNIT	PYT546001701	\$0.00	\$ 350.00	34	1	421188	91319	TCAUC1	A	8055
105	2928	PO	LEF	2009	158454	0	PYTHON DOPPLER RADAR UNIT	PYT546001656	\$0.00	\$ 350.00	34	1	421188	91320	TCAUC1	A	8055
106	N/A	N/A	N/A	N/A	N/A	N/A	1 DEFECTIVE DRYER AND 1 NON-WORKING REFRIGERATOR	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
107	N/A	N/A	N/A	N/A	N/A	N/A	5 SMALL METAL CABINETS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
108	2926	PO	OGH	2002	106803	0	LIFT RITE, HAND PALLET TR	J188802	\$0.00	\$450.00	15	10	243364	61130	TCAUC1	A	8015
109	N/A	N/A	N/A	N/A	N/A	N/A	1 PALLET MISC=USED LAW BOOKS AND BINDERS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
110	N/A	N/A	N/A	N/A	N/A	N/A	2 OLD WOOD CABINETS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
111	N/A	N/A	N/A	N/A	N/A	N/A	2 PALLETS OF METAL SHELVING	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
112	N/A	N/A	N/A	N/A	N/A	N/A	6 OLD WOOD CABINETS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
113	2927	PO	TV		83492	0	TV,COLOR-19", TOSHIBA MDL	66508291	\$0.00	\$736.38	15	10	8226	556	TCAUC1	A	8013
113	2927	PO	SRV		105696	0	HP JETDIRECT 300X EXTERNAL PRINTER SERVER	SG12561109	\$0.00	\$220.00	15	10	222017	56661	TCAUC1	A	8001
114	N/A	N/A	N/A	N/A	N/A	N/A	1 PALLET OF SMALL METAL SHELVES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
115	N/A	N/A	N/A	N/A	N/A	N/A	1 PALLET OF SMALL METAL SHELVES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
116	N/A	N/A	N/A	N/A	N/A	N/A	1 PALLET OF OLD RESTROOM MIRRORS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
117	N/A	N/A	N/A	N/A	N/A	N/A	21 OLD SOLID WOOD DOORS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
118	N/A	N/A	N/A	N/A	N/A	N/A	1 OLD LARGE WOOD DESK	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
119	N/A	N/A	N/A	N/A	N/A	N/A	1 OLD LARGE WOOD DESK	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
120	N/A	N/A	N/A	N/A	N/A	N/A	USED 10FT WOODEN RECEPTION DESK	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
121	N/A	N/A	N/A	N/A	N/A	N/A	6 OLD TOP DESK ATTACHMENTS WITH LIGHT	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
122	N/A	N/A	N/A	N/A	N/A	N/A	1 USED CAFETERIA LUNCH TABLE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
123	N/A	N/A	N/A	N/A	N/A	N/A	1 NON-WORKING REFRIGERATOR	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
124	N/A	N/A	N/A	N/A	N/A	N/A	1 PALLET MISC= BINDERS, CLIPBOARDS AND PAPER TRAYS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A

125	N/A	N/A	N/A	N/A	N/A	N/A	5 OLD DESKS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
126	N/A	N/A	N/A	N/A	N/A	N/A	6 OLD DESKS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
127	N/A	N/A	N/A	N/A	N/A	N/A	5 OLD DESKS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
128	N/A	N/A	N/A	N/A	N/A	N/A	8 OLD FILE CABINETS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
129	N/A	N/A	N/A	N/A	N/A	N/A	6 OLD FILE CABINETS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
130	N/A	N/A	N/A	N/A	N/A	N/A	6 OLD SMALL TABLES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
131	N/A	N/A	N/A	N/A	N/A	N/A	4 OLD DESKS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
132	N/A	N/A	N/A	N/A	N/A	N/A	6 OLD DESKS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
133	N/A	N/A	N/A	N/A	N/A	N/A	5 OLD DESKS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
134	N/A	N/A	N/A	N/A	N/A	N/A	5 OLD DESKS AND 2 OLD TABLES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
135	N/A	N/A	N/A	N/A	N/A	N/A	6 OLD DESKS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
136	N/A	N/A	N/A	N/A	N/A	N/A	3 OLD DESKS AND 4 OLD TABLES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
137	N/A	N/A	N/A	N/A	N/A	N/A	5 OLD DESKS AND 1 OLD TABLE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
138	N/A	N/A	N/A	N/A	N/A	N/A	4 OLD DESKS AND 1 OLD TABLE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
139	N/A	N/A	N/A	N/A	N/A	N/A	6 OLD DESKS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
140	N/A	N/A	N/A	N/A	N/A	N/A	2 OLD DESKS AND 3 OLD TABLES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
141	N/A	N/A	N/A	N/A	N/A	N/A	2 OLD DESKS AND 4 OLD BOOK CASES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
142	N/A	N/A	N/A	N/A	N/A	N/A	5 OLD BOOKSHELVES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
143	N/A	N/A	N/A	N/A	N/A	N/A	2 PALLETS OF SCRAP METALS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
144	N/A	N/A	N/A	N/A	N/A	N/A	3 PALLETS OF SCRAP METALS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
145	2929	PO	CLC	2001	104689	0	SPEED QUEEN WASHER	106004848	\$0.00	\$700.00	15	10	216415	54784	TCAUC1	A	8031		
145	2929	PO	CLC	2001	117140	0	SPEED QUEEN COMMERCIAL WASHER	9019555	\$0.00	\$700.00	15	10	216415	79468	TCAUC1	A	8031		
146	N/A	N/A	N/A	N/A	N/A	N/A	100 OLD TORN, DIRTY , OFFICE CHAIRS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
147	N/A	N/A	N/A	N/A	N/A	N/A	TY CROP LIFT CADDY (BROKEN)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
148	N/A	N/A	N/A	N/A	N/A	N/A	1- 26 GALLON WATER TANK	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
149	N/A	N/A	N/A	N/A	N/A	N/A	1- HARVARD FOOSBALL TABLE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
150	N/A	N/A	N/A	N/A	N/A	N/A	1- BOX OF ASSORTED JEWELRY	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
151	N/A	N/A	N/A	N/A	N/A	N/A	1- BOX OF ASSORTED WATCHES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
152	N/A	N/A	N/A	N/A	N/A	N/A	1- BOX OF ASSORTED JEWELRY	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
153	N/A	N/A	N/A	N/A	N/A	N/A	1- BOX OF ASSORTED KNIFES / BOX CUTTERS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
154	N/A	N/A	N/A	N/A	N/A	N/A	1- BOX MISC = CD PLAYERS,EAR PHONES AND DVD PLAYER	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
155	N/A	N/A	N/A	N/A	N/A	N/A	1-BOX MISC= CAR STEREO AND FACES -NO STEREOS-	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
156	N/A	N/A	N/A	N/A	N/A	N/A	1- BOX MISC=CABLES,2 CAPS,CLOCK AND CAMERA	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
157	N/A	N/A	N/A	N/A	N/A	N/A	1- BOX OF CD'S	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
158	N/A	N/A	N/A	N/A	N/A	N/A	HULA-KONA BICYCLE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
159	N/A	N/A	N/A	N/A	N/A	N/A	NEXT (SMALL GIRLS) BICYCLE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
160	N/A	N/A	N/A	N/A	N/A	N/A	MAGNA BICYCLE (FRAME ONLY-NO TIRES)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
161	N/A	N/A	N/A	N/A	N/A	N/A	CHARGE 1800 BICYCLE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
162	N/A	N/A	N/A	N/A	N/A	N/A	N/A BLUE BICYCLE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
163	N/A	N/A	N/A	N/A	N/A	N/A	RALLYE MTB BICYCLE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
164	N/A	N/A	N/A	N/A	N/A	N/A	N/A BLACK 15-SPEED BICYCLE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
165	N/A	N/A	N/A	N/A	N/A	N/A	FREE SPIRIT BICYCLE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
166	N/A	N/A	N/A	N/A	N/A	N/A	MAGNA BICYCLE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
167	N/A	N/A	N/A	N/A	N/A	N/A	ROAD MASTER BICYCLE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
168	N/A	N/A	N/A	N/A	N/A	N/A	SHWINN BICYCLE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
169	N/A	N/A	N/A	N/A	N/A	N/A	NEXT BICYCLE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
170	N/A	N/A	N/A	N/A	N/A	N/A	MONGOOSE BICYCLE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
171	N/A	N/A	N/A	N/A	N/A	N/A	HARD ROCK BICYCLE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A

172	N/A	N/A	N/A	N/A	N/A	N/A	UNIVEGA MAGNUM BICYCLE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
173	N/A	N/A	N/A	N/A	N/A	N/A	JEEP BICYCLE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
174	N/A	N/A	N/A	N/A	N/A	N/A	1- PALLET OF CEMENT PADS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
175	N/A	N/A	N/A	N/A	N/A	N/A	1-PALLET OF CEMENT BLOCKS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
176	N/A	N/A	N/A	N/A	N/A	N/A	1-PALLET OF CEMENT BLOCKS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
177	N/A	N/A	N/A	N/A	N/A	N/A	1-PALLET OF CEMENT BLOCKS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
178	N/A	N/A	N/A	N/A	N/A	N/A	1- PALLET OF CEMENT BLOCKS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
179	N/A	N/A	N/A	N/A	N/A	N/A	1-PALLET OF CRÈME COLORED LANDSCAPING BLOCKS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
180	N/A	N/A	N/A	N/A	N/A	N/A	1-PALLET OF CRÈME COLORED LANDSCAPING BLOCKS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
181	N/A	N/A	N/A	N/A	N/A	N/A	1-PALLET OF CRÈME COLORED LANDSCAPING BLOCKS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
182	N/A	N/A	N/A	N/A	N/A	N/A	1-PALLET OF CRÈME COLORED LANDSCAPING BLOCKS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
183	N/A	N/A	N/A	N/A	N/A	N/A	18 OLD AC UNITS (NON-WORKING/DAMAGED)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
184	N/A	N/A	N/A	N/A	N/A	N/A	1- LARGE USED WOOD WORK STATION	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
185	N/A	N/A	N/A	N/A	N/A	N/A	1- LARGE USED WOOD CABINET	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
186	N/A	N/A	N/A	N/A	N/A	N/A	1- LARGE USED WOOD CABINET	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
187	N/A	N/A	N/A	N/A	N/A	N/A	USED GLASS PANEL SYSTEM FURNITURE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A



Travis County Commissioners Court Agenda Request

Meeting Date: March 6, 2012

Prepared By/Phone Number: Michael Long/854 4850; Marvin Brice/854 9765

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve twelve-month extension (Modification No. 9) to Interlocal Agreement No. IL040149ML, Limestone County, for inmate housing 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.

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

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

Modification No. 9 will extend the contract through March 7, 2013. The per diem rate will remain at \$44.00.

Modification No. 8 extended the contract through March 7, 2012. The per diem rate remained at \$44.00.

Modification No. 7 extended the contract through March 7, 2011. The per diem remained at \$44.00.

Modification No. 6 extended the contract through March 7, 2010. The per diem remained at \$44.00.

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. 5 extended the contract through March 7, 2009. The per diem remained at \$44.00.

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

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

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

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

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

Ø **Contract-Related Information:**

Award Amount: as needed

Contract Type: Interlocal Agreement

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

Ø **Contract Modification Information:**

Modification Amount: No change

Modification Type: Amendment

Modification Period: March 8, 2012 – March 7, 2013

Ø **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: N/A

% 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:

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.: N/A
- Funding Account(s):
- Comments: Department will seek approval and verify funding before services are used under contract.

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.



JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON
TRAVIS COUNTY SHERIFF

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

PHYLLIS CLAIR
Major - Law Enforcement

DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration & Support

DATE: February 23, 2012

MEMORANDUM

TO: Mike Long, Purchasing

FROM: Ron Rizzato, Accountant Associate

THROUGH: Maria Wedhorn, TCSO Financial Analyst

SUBJECT: Contract IL040149ML - Limestone County

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

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

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

MODIFICATION OF CONTRACT NUMBER: IL040149ML-Inmate Housing**PAGE 1 OF 1 PAGES**

ISSUED BY: PURCHASING OFFICE 700 LAVACA STREET 8 TH FLOOR AUSTIN, TX 78701	PURCHASING AGENT ASST: Michael Long TEL. NO: (512) 854-4850 FAX NO: (512) 854-9185	DATE PREPARED: February 22, 2012
ISSUED TO: Limestone County 200 West State Street Ste 101 Groesbeck, TX 76642	MODIFICATION NO.: 8	EXECUTED DATE OF ORIGINAL CONTRACT: March 8, 2004
ORIGINAL CONTRACT TERM DATES: <u>3/8/04</u> – <u>3/7/05</u>		CURRENT CONTRACT TERM DATES: <u>3/8/11</u> – <u>3/7/12</u>


FOR TRAVIS COUNTY INTERNAL USE ONLY:Original Contract Amount: \$0.00 Current Modified Amount \$0.00.**DESCRIPTION OF CHANGES:** Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

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

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

Note to Vendor:

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

LEGAL BUSINESS NAME: LIMESTONE COUNTY	<input type="checkbox"/> DBA
BY:  SIGNATURE	<input type="checkbox"/> CORPORATION
BY: DANIEL BURKEEN PRINT NAME	<input type="checkbox"/> OTHER
TITLE: COUNTY JUDGE ITS DULY AUTHORIZED AGENT	DATE:
TRAVIS COUNTY, TEXAS	DATE:
BY: _____ CYD V. GRIMES, C.P.M.,; CPPO, TRAVIS COUNTY PURCHASING AGENT	
TRAVIS COUNTY, TEXAS	DATE:
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	



Travis County Commissioners Court Agenda Request

Meeting Date: 03/06/2012

Prepared By/Phone Number: George Monnat, 854-9778

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language:

APPROVE AGREEMENTS WITH THE FOLLOWING HOSPITAL SYSTEMS TO PROVIDE HELI-PAD CAMERAS IN CONJUNCTION WITH STARFLIGHT OPERATIONS:

A. SETON HEALTHCARE D/B/A SETON HEALTHCARE FAMILY, AND

B. ST. DAVID'S HEALTHCARE PARTNERSHIP, L.P., LLP.

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.

Emergency Services has worked to establish agreements with both the St. David's and Seton hospital systems for the expansion of a system of heli-pad cameras at assigned hospitals, allowing communications and security personnel to confirm the status of these heli-pads and to alert pilots and flight crews as to potential hazards before critical phases of flight. This expands the County's camera network currently in place at the STAR Flight hanger and the University Medical Center at Brackenridge.

The Interlocal lays out the services to be provided and paid by each partner.

Ø **Contract-Related Information:**

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.

Award Amount:
Contract Type: Interlocal
Contract Period: 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.: N/A
- Funding Account(s):
- Comments: These are cost reimbursement agreements.

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
STAR Flight



7800 Old Manor Road
Austin, TX 78724
www.starflightrescue.org

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

To: Travis County Commissioners Court
Through: Danny Hobby, County Executive, Emergency Services
From: Casey Ping, Program Director, **STAR Flight**
Date: February 7, 2012
Subject: Heli-Pads Camera Agreements

In 2008 a mid-air collision of two medical helicopters occurred in Flagstaff, Arizona. These helicopters were both transporting to the same hospital and the incident occurred within 1 mile of the destination. In early 2009, there was a near miss at the University Medical Center at Brackenridge (UMBC) heli-pad.

As a result of these incidents, a meeting was convened with Seton Network and Saint David's Health Network representatives, Austin-Travis County EMS Communications, and **STAR Flight** management to develop ideas to improve safety in and around the Austin area. Several improvements were identified and implemented that included hospital notification systems, and communications improvements that allowed greater notification for in bound helicopters and pilot to pilot communication.

One of the identified areas of concern was the close proximity of the University Medical Center at Brackenridge, St. David's Medical Center, Seton Medical Center and the Heart Hospital heli-pads. In flight times these heli-pads are all less than one minute flight time apart. It was identified that a helicopter could be taking off from either of these pads and in the flight path of another aircraft in less than a minute.

One way to minimize this potential is to create a system of heli-pad cameras (one at each hospital/heli-pad) that would allow communications and security personnel to confirm the status of these heli-pads and alert pilots and flight crews to potential hazards before critical phases of flight. As a note, there have been cameras at the **STAR Flight** hanger and University Medical Center at Brackenridge for many years.

Over the last 18 months the **STAR Flight** team has worked with Travis County ITS to research and develop a strategy for implementation of a proposed system. There were significant issues including bandwidth and security issues that involved two hospital networks, the City of Austin, Travis County and the Combined Transportation, Emergency Communication Center (CTECC). As a result, the only agreeable, cost effective system that could be identified was the use of web-based cameras and the use of a cellular wireless system to transmit the data. This solution addresses the security and bandwidth issues for all entities. The unlimited wireless data package needed to make this system function is only available to government agencies.

Attached are two agreements that will allow both hospital networks to reimburse Travis County for the monthly expenses (\$35.00 per camera per month) associated with these cameras; currently less than \$500 per camera annually. Funding was identified for the cost of each camera (camera/lens, housing, site survey, installation, etc.), so no request for funding is needed for this expense of the project.

Ideally, we would like to see a fully developed system of cameras that would cover all the hospital heli-pads in the Austin area.

**AGREEMENT FOR
PROVISION OF HELI-PAD CAMERAS
BETWEEN TRAVIS COUNTY AND
SETON HEALTHCARE D/B/A SETON HEALTHCARE FAMILY**

This Agreement is made among the following parties:

Travis County, a political subdivision of the State of Texas (“County”) and

Seton Healthcare d/b/a Seton Healthcare Family (“SETON”)

RECITALS

SETON operates hospitals and medical centers in various locations which have heli-pads associated with these facilities.

Travis County operates an air ambulance services in Central Texas including the City of Austin and Travis County. The official name of these services is “*STAR Flight*.”

County and SETON want to provide heli-pad cameras at the heli-pads at various hospitals operated by SETON. These cameras are necessary to improve safety and security of helicopter operations at these facilities including University Medical Center Brackenridge, Seton Medical Center and Dell Children’s Medical Center of Central Texas.

AGREEMENT

NOW, THEREFORE, County and SETON mutually agree to the following terms and conditions:

I. TERM OF AGREEMENT

a. **Initial Term**: This Agreement shall begin February 1, 2012 and continue until September 30, 2012 unless sooner terminated as provided in Section V.

b. **Renewal Term**: This Agreement shall automatically renew each year after that for a term of one (1) year unless sooner terminated as provided in Section V.

II. RESPONSIBILITIES OF COUNTY

- a. County shall provide cameras at no cost to SETON for mounting at each heli-pad designated by SETON to the extent that County has funds for that purpose. These cameras comply with applicable federal and state statutes and regulations.
- b. If SETON requests that County provide cameras to SETON in addition to those provided under a. above, for mounting at additional heli-pads designated by SETON, County shall advise SETON of the cost of cameras at that time. Before purchase of any additional cameras, County shall invoice SETON its full invoiced costs of each camera requested and purchase the cameras for SETON within five (5) business days after receipt of the payment. Any additional cameras will comply with applicable federal and state statutes and regulations.
- c. County, through its service provider, shall install and set-up each camera provided.
- d. County, through its service provider, shall provide communications services for the transmission of the information from each camera.
- e. County, through its service provider, shall provide on-going maintenance for each camera.
- f. County shall use reasonable efforts to obtain maintenance and resumption of communications services promptly if there is a failure on the part of its third party service provider to supply the needed services.
- g. During this Agreement, County shall require its service provider to obtain and maintain insurance issued by an insurance company that is authorized to do business in Texas and has an A M Best rating of at least A with limits not less than those prescribed below:

Liability	\$1,000,000.00 per occurrence
	\$3,000,000 aggregate limit
Worker's Compensation:	Statutory

Upon request by SETON, County shall require its service provider to provide SETON with a certificate of insurance evidencing this required coverage.

- h. County shall invoice SETON \$500 for the wireless data service fee associated with each camera installed in advance within 10 days after execution and each September after that as an annual communications services fee. If the amount billed to Travis County by its telecommunications service provider for the previous 12 months or portion thereof was less than \$500 for each camera installed, County shall reduce the amount due that year by the excess of the amount paid the previous year over the amount billed to Travis County by its telecommunications service provider for the previous 12 months or portion thereof. If the amount billed to Travis County by its telecommunications service provider for the previous 12 months or portion thereof was more than \$500 for each camera installed, County shall increase the amount due that year by the

excess of the amount billed to Travis County by its telecommunications service provider for the previous 12 months or portion thereof over paid the previous year.

III. RESPONSIBILITIES OF SETON

- a. SETON shall provide an appropriate location and structure for mounting the camera adjacent to the heli-pad.
- b. SETON shall provide County and its contractors that install, set up, maintain and support the camera and switch to reset the camera access to the location for mounting the camera and to the location designated for the switch to reset the camera whenever needed for the purposes of installation, set up, maintenance or support.
- c. SETON shall provide and maintain an appropriate uninterruptable source of power for the camera and pay for all utility costs associated with the operation of the each camera.
- d. SETON shall provide and maintain a conduit and cabling from the camera to a location designated by SETON for the installation of a switch to reset the camera.
- e. SETON shall provide appropriate SETON staffing who are responsible for resetting the camera once every twenty four hours at times when there is no emergency in progress.
- f. SETON shall pay County the net amount invoiced for communications service fees associated with the operation of each camera at any SETON facility for cameras to be installed after execution of this Agreement within 30 days after the execution of the Agreement and thereafter for each camera still installed at any SETON facility in any September of each year after that no later than October 15 of each year.
- g. SETON shall pay County the amount invoiced for the purchase of additional cameras pursuant to II. b., within 30 days of receipt of the invoice.
- h. SETON acknowledges that County is providing the communications services through a third party provider and does not have control over any lack of availability of services, except as provided in Section II.f. above.

IV. INSURANCE AND LIABILITY

SETON shall purchase and maintain, throughout the entire term of this Agreement, insurance covering the property provided by SETON, pursuant to this Agreement with coverage in the amounts set forth below:

General Liability:

**Minimum coverage of \$2 million per occurrence,
\$3 million annual aggregate**

V. TERMINATION

- a. **Termination With Cause:** Either party may terminate this Agreement, in whole or in part, based on a material breach of this Agreement by the other party, after the breaching party is provided written notice of the breach if the breaching party does not cure the breach within thirty (30) days of this notice. The notice of breach must state the decision to terminate this Agreement if the breach is not cured, the effective date of termination, and, in the case of a partial termination, the portion of the Agreement to be terminated.
- b. **Termination Without Cause:** Either party may terminate this Agreement, in whole or in part, without cause by giving written notice of termination to the other party at least ninety (90) days before the effective date of termination. The notice must state the decision to terminate this Agreement, the effective date of termination, and, in the case of partial termination, the portion of the Agreement to be terminated.

VI. OTHER TERMS AND CONDITIONS

- a. **Amendment:** No party may amend this Agreement without prior written consent of the duly authorized representative of the other party, and any attempt at amendment without consent shall be void. It is acknowledged by SETON that no officer, agent, employee or representative of County has the authority to grant such amendment unless expressly granted that specific authority by the Commissioners Court.
- b. **Waiver of Breach:** Waiver of any breach of this Agreement by a party shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or any other provision of this Agreement. It is acknowledged by SETON that no officer, agent, employee or representative of County has the authority to grant such waiver unless expressly granted that specific authority by the Commissioners Court.
- c. **Assignment:** No party shall assign or transfer its rights, duties, or obligations under this Agreement without prior written consent of the duly authorized representative of the other party, and any attempt at assignment without consent shall be void. It is acknowledged by SETON that no officer, agent, employee or representative of County has the authority to grant such assignment or transfer unless expressly granted that specific authority by the Commissioners Court.
- d. **Severability:** If a provision of this Agreement is rendered invalid or unenforceable, the parties may, by mutual written agreement, amend this Agreement, and the remaining provisions of the Agreement shall be valid and

enforceable. In the alternative, the parties may, by mutual written consent, agree to terminate the Agreement in its entirety. It is acknowledged by SETON that no officer, agent, employee or representative of County has the authority to grant such termination unless expressly granted that specific authority by the Commissioners Court.

- e. Governing Law: Irrespective of the conflict of laws doctrine, this Agreement shall be governed, construed and enforced pursuant to and in accordance with the laws of the State of Texas. All duties and obligations of the parties created under this Agreement are performable in Travis County, Texas, and Travis County, Texas shall be the sole and exclusive venue for any litigation or other proceeding between the parties that may be brought or arise out of this Agreement.
- f. Entire agreement: This is the entire agreement between the parties with respect to the services provided under it and it superseded all prior agreements, proposals, or any understanding about these services, whether written or oral.

VII PROCEDURE FOR NOTICE

- a. Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing. The notice is deemed to have been given immediately if delivered in person to the party to whom the notice is given. The notice is deemed to have been given on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address specified in this section.
- b. The address of County for all purposes under this contract is:

Honorable Samuel T. Biscoe (or his successor in office)
County Judge
P.O. Box 1748
Austin, Texas 78767-1748

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

Honorable David Escamilla (or his successor in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767-1748

And to:

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

P.O. Box 1748
Austin, Texas 78767-1748

c. The address of SETON for all purposes under this contract is:

Darryl Jordan
VP and Chief Risk Officer
Seton Healthcare Family
1345 Philomena Street
Austin, TX 78723

With a copy to (registered or certified mail with return receipt is not required):

Seton Healthcare Family
ATTN: Risk Management/Matt Dick
4200 Lamar, Suite 250
Austin, Texas 78701

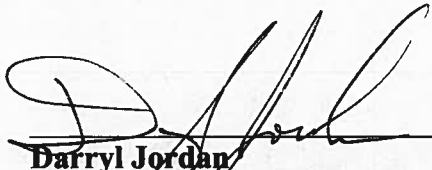
d. Each party may change the address for notice to it by giving notice of the change in compliance with this section.

VIII. DUPLICATE ORIGINALS

a. This Agreement is executed in multiple originals.

**SETON HEALTHCARE d/b/a SETON
HEALTHCAREFAMILY**

By:



Darryl Jordan
VP and Chief Risk Officer

Date:

1-30-12

**TRAVIS COUNTY, A POLITICAL SUBDIVISION
OF THE STATE OF TEXAS**

By:

Samuel T. Biscoe
County Judge

Date:

**AGREEMENT FOR
PROVISION OF HELI-PAD CAMERAS
BETWEEN TRAVIS COUNTY AND
ST. DAVID'S HEALTHCARE PARTNERSHIP, L.P., LLP**

This Agreement is made among the following parties:

Travis County, a political subdivision of the State of Texas ("County") and

St. David's Healthcare Partnership, L.P., LLP (SDHP)

RECITALS

SDHP operates hospitals and medical centers in various locations which have heli-pads associated with these facilities.

Travis County operates an air ambulance services in Central Texas including the City of Austin and Travis County. The official name of these services is "*STAR Flight*."

County and SDHP want to provide heli-pad cameras at the heli-pads at various hospitals operated by SDHP. These cameras are necessary to improve safety and security of helicopter operations at these facilities.

AGREEMENT

NOW, THEREFORE, County and SDHP mutually agree to the following terms and conditions:

I. TERM OF AGREEMENT

- a. Initial Term: This Agreement shall begin February 1, 2012 and continue until September 30, 2012 unless sooner terminated as provided in Section V.
- b. Renewal Term: This Agreement shall automatically renew each year after that for a term of one (1) year unless sooner terminated as provided in Section V.

II. RESPONSIBILITIES OF COUNTY

- a. County shall provide cameras at no cost to SDHP for mounting at each heli-pad designated by SDHP to the extent that County has funds for that purpose. These cameras comply with applicable federal and state statutes and regulations.

- b. If SDHP requests that County provide cameras to SDHP in addition to those provided under a. above, for mounting at additional heli-pads designated by SDHP, County shall advise SDHP of the cost of cameras at that time. Before purchase of any additional cameras, County shall invoice SDHP its full invoiced costs of each camera requested and purchase the cameras for SDHP within 5 business days after receipt of the payment. Any additional cameras will comply with applicable federal and state statutes and regulations.
- c. County, through its service provider, shall install and set-up each camera provided.
- d. County, through its service provider, shall provide communications services for the transmission of the information from each camera.
- e. County, through its service provider, shall provide on-going maintenance for each camera.
- f. County shall use reasonable efforts to obtain maintenance and resumption of communications services promptly if there is a failure on the part of its third party service provider to supply the needed services.
- g. During this Agreement, County shall require the providers County uses to perform services at SDHP's locations (whether one or more) to obtain and maintain insurance issued by an insurance company that is authorized to do business in Texas and has an A M Best rating of at least A with limits not less than those prescribed below:

General Liability \$1,000,000.00 per occurrence
 \$3,000,000 aggregate limit
 Worker's Compensation:Statutory

The general liability insurance must name SDHP as an additional insured. Upon request by SDHP, County shall require its service provider to provide SDHP with a certificate of insurance evidencing this required coverage.

- h. County shall invoice SDHP \$500 for the wireless data service fee associated with each camera installed in advance within 10 days of execution of this Agreement and each September after that as an annual communications services fee. If the amount billed to Travis County by its telecommunications service provider for the previous 12 months or portion thereof was less than \$500 for each camera installed, County shall reduce the amount due that year by the excess of the amount paid the previous year over the amount billed to Travis County by its telecommunications service provider for the previous 12 months or portion thereof. If the amount billed to Travis County by its telecommunications service provider for the previous 12 months or portion thereof was more than \$500 for each camera installed, County shall increase the amount due that year by the excess of the amount billed to Travis County by its telecommunications service

provider for the previous 12 months or portion thereof over paid the previous year.

III. RESPONSIBILITIES OF SDHP

- a. SDHP shall provide an appropriate location and structure for mounting the camera adjacent to the heli-pad.
- b. SDHP shall provide County and its contractors that install, set up, maintain and support the camera and switch to reset the camera access to the location for mounting the camera and to the location designated for the switch to reset the camera whenever needed for the purposes of installation, set up, maintenance or support.
- c. SDHP shall provide and maintain an appropriate uninterruptable source of power for the camera and pay for all utility costs associated with the operation of the each camera.
- d. SDHP shall provide and maintain a conduit and cabling from the camera to a location designated by SDHP for the installation of a switch to reset the camera.
- e. SDHP shall provide appropriate SDHP staffing who are responsible for resetting the camera once every twenty four hours at times when there is no emergency in progress.
- f. SDHP shall pay County the net amount invoiced for communications service fees associated with the operation of each camera at any SDHP facility for cameras to be installed after execution of this Agreement within 30 days after execution of the Agreement and for each camera installed at any SDHP facility in any September of each year after that no later than October 15 of that year.
- g. SDHP shall pay County the amount invoiced for the purchase of additional cameras pursuant to II. b., within 30 days of receipt of the invoice.
- h. SDHP acknowledges that County is providing the communications services through a third party provider and does not have control over any lack of availability of services, except as provided in Section II.f. above.

IV. INSURANCE AND LIABILITY

- a. County and SDHP each assume the risk of loss for its own proportionate share of any liability for injury, death, or property damage caused by its negligent acts or omissions arising out of this Agreement.

- b. SDHP shall purchase and maintain, throughout the entire term of this Agreement, insurance covering the property provided by SDHP, pursuant to this Agreement with coverage in the amounts set forth below:

General Liability: Minimum coverage of \$2 million per occurrence, \$3 million annual aggregate

V. TERMINATION

a. **Termination With Cause:** Either party may terminate this Agreement, in whole or in part, based on a material breach of this Agreement by the other party, after the breaching party is provided written notice of the breach if the breaching party does not cure the breach within thirty (30) days of this notice. The notice of breach must state the decision to terminate this Agreement if the breach is not cured, the effective date of termination, and, in the case of a partial termination, the portion of the Agreement to be terminated.

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VI. OTHER TERMS AND CONDITIONS

a. **Amendment:** No party may amend this Agreement without prior written consent of the duly authorized representative of the other party, and any attempt at amendment without consent shall be void. It is acknowledged by SDHP that no officer, agent, employee or representative of County has the authority to grant such amendment unless expressly granted that specific authority by the Commissioners Court.

b. **Waiver of Breach:** Waiver of any breach of this Agreement by a party shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or any other provision of this Agreement. It is acknowledged by SDHP that no officer, agent, employee or representative of County has the authority to grant such waiver unless expressly granted that specific authority by the Commissioners Court.

c. **Assignment:** No party shall assign or transfer its rights, duties, or obligations under this Agreement without prior written consent of the duly authorized representative of the other party, and any attempt at assignment without consent shall be void. It is acknowledged by SDHP that no officer, agent, employee or representative of County has the authority to grant such assignment or transfer unless expressly granted that specific authority by the Commissioners Court.

- d. Severability: If a provision of this Agreement is rendered invalid or unenforceable, the parties may, by mutual written agreement, amend this Agreement, and the remaining provisions of the Agreement shall be valid and enforceable. In the alternative, the parties may, by mutual written consent, agree to terminate the Agreement in its entirety. It is acknowledged by SDHP that no officer, agent, employee or representative of County has the authority to grant such termination unless expressly granted that specific authority by the Commissioners Court.
- e. Governing Law: Irrespective of the conflict of laws doctrine, this Agreement shall be governed, construed and enforced pursuant to and in accordance with the laws of the State of Texas. All duties and obligations of the parties created under this Agreement are performable in Travis County, Texas, and Travis County, Texas shall be the sole and exclusive venue for any litigation or other proceeding between the parties that may be brought or arise out of this Agreement.
- f. Entire agreement: This is the entire agreement between the parties with respect to the services provided under it and it superseded all prior agreements, proposals, or any understanding about these services, whether written or oral.

VII PROCEDURE FOR NOTICE

- a. Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing. The notice is deemed to have been given immediately if delivered in person to the party to whom the notice is given. The notice is deemed to have been given on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address specified in this section.
- b. The address of County for all purposes under this contract is:

Honorable Samuel T. Biscoe (or his successor in office)
County Judge
P.O. Box 1748
Austin, Texas 78767-1748

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

Honorable David Escamilla (or his successor in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767-1748

And to:

Cyd Grimes, C.P.M. (or her successor)
Purchasing Agent
P.O. Box 1748
Austin, Texas 78767-1748

- c. The address of SDHP for all purposes under this contract is:

C. David Huffstutler
Chief Executive Officer
St. David's Healthcare Partnership, L.P., LLP
98 San Jacinto Street, Suite 1800
Austin, Texas 78701

With a copy to (registered or certified mail with return receipt is not required):

St. David's Healthcare Partnership, L.P., LLP
ATTN: Legal Department
98 San Jacinto Street, Suite 1800
Austin, Texas 78701

and
HCA Real Estate
Attention: Corporate Real Estate
One Park Plaza
Nashville, Tennessee 37203

- d. Each party may change the address for notice to it by giving notice of the change in compliance with this section.

VIII. DUPLICATE ORIGINALS

- a. This Agreement is executed in multiple originals.

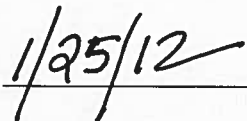
ST. DAVID'S HEALTHCARE PARTNERSHIP, L.P., LLP

By: Round Rock Hospital, Inc., its general partner

By:


C. David Huffstutler
President and CEO

Date:



**TRAVIS COUNTY, A POLITICAL SUBDIVISION
OF THE STATE OF TEXAS**

By: _____

**Samuel T. Biscoe
County Judge**

Date: _____

EMERGENCY SERVICES

DANNY HOBBY, COUNTY EXECUTIVE

P. O. Box 1748

AUSTIN, TEXAS 78767

(512) 854-4416, FAX (512) 854-4786



*Emergency Management
Pete Baldwin, Emergency
Mgmt. Coordinator*

*Fire Marshal
Hershel Lee*

*Chief Medical Examiner
Dr. David Dolinak*

*STAR Flight
Casey Ping, Program
Director*

MEMORANDUM

To: Cyd V. Grimes, C.P.M., Purchasing Agent

From: Danny Hobby, County Executive, Emergency Services

Date: February 14, 2012

Subject: STAR Flight/Hospital Heli-Pads Camera Agreements

Please accept this written request to post for Court action two agreements regarding the creation of a system of heli-pad cameras at assigned St. David and Seton hospitals that will allow communications and security personnel to confirm the status of these heli-pads and alert pilots and flight crews to potential hazards before critical phases of flight. We have had cameras at the STAR Flight hanger and the University Medical Center at Brackenridge for many years, so this is expanding to other needed locations.

You will find attached the two agreements (they are the same for the most part) and my cover letter for them that will provide you more detailed information.

Thank you for your consideration and assistance in this request.



Travis County Commissioners Court Agenda Request

Meeting Date: March 6, 2012

Prepared By: Paul Scoggins **Phone #:** 854-7619

Division Director/Manager: Anna Bowlin, Division Director of Development Services

AB

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 a request to authorize the filing of an instrument to vacate two five foot wide public utility easements located along the common lot line of Lots 4 and 5, Block G of River Ridge – Precinct Two.

BACKGROUND/SUMMARY OF REQUEST:

TNR staff has received a request to vacate two five foot wide public utility easements (PUEs) located along the common lot line of Lots 4 and 5, Block G of the River Ridge subdivision. The easements are dedicated by plat note. The subject lots front on Terjo Lane, a street maintained by Travis County.

The utility companies operating in the area have stated they have no objection to vacating the subject easements. As of this memorandum staff has received one inquiry. 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 vacating the subject easements.

ISSUES AND OPPORTUNITIES:

According to the request letter, the purpose of this request is to accommodate the required septic field to be located on Lot 4 with the home being on Lot 5. Vacating the subject easements will allow the crossing of the common lot line with septic facilities without encroaching the easements.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A.

ATTACHMENTS/EXHIBITS:

- Order of Vacation
- Field Notes and Sketch
- Request Letter
- Utility Statements
- Sign Affidavit and Pictures
- Maps

REQUIRED AUTHORIZATIONS:

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

CC:

Stacey Scheffel	Program Manager	TNR Permits	854-7565

SM:AB:ps
1101 - Development Services - River Ridge

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owner requests the vacation of two five foot wide public utility easements located along the common lot line of Lots 4 and 5, Block G of the River Ridge subdivision as recorded in Book 63, Page 18 of the Travis County Plat Records;

WHEREAS, all utility companies known to be operating in the area have indicated they have no need for the easements 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 easements as described in the attached field notes and sketch;

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on March 6, 2012 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the two five foot wide public utility easements located along the common lot line of Lots 4 and 5, Block G of the River Ridge subdivision, as shown on the attached sketch and described in the attached field notes, are hereby vacated.

ORDERED THIS THE _____ DAY OF _____ 2012.

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

8405 Delavan Ave
Austin, Tx. 78717



Off: (512) 258-6842

Cell: (512) 659-4266

westsurveyors@austin.rr.com

**FIELD NOTE DESCRIPTION
10 FOOT WIDE EASEMENT RELEASE**

BEING A 1,211 SQUARE FOOT TRACT OF LAND OUT OF AND A PART OF LOTS 4 AND 5, BLOCK "G", RIVER RIDGE, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, THE PLAT OF WHICH IS RECORDED IN VOLUME 63, PAGE 18 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, SAID 1,211 SQUARE FOOT TRACT BEING MORE DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch iron rod found in the Easterly Right-of-Way line of Terjo Lane (a 60 foot wide R.O.W.) for the Southwest corner of Lot 4, Block "G" of said RIVER RIDGE Subdivision, same being the Northwest corner of Lot 5, Block "G" of said RIVER RIDGE Subdivision;

THENCE along a circular curve to the left, having a radius of 330.00 feet, through a delta angle of 0d 52' 08", an arc length of 5.00 feet, bearing North 15d 07' 45" West, a chord distance of 5.01 feet to a point for the Northwest corner of the herein described easement;

THENCE departing aforesaid East R.O.W. line of Terjo Lane, crossing through said Lot 4, North 77d 29' 25" East, a distance of 121.21 feet to a point on the West edge of a 7.5 foot wide Public Utility Easement for the Northeast corner of the herein described easement;

THENCE along the West edge of said 7.5 foot wide P.U.E., crossing from said Lot 4 and into aforesaid Lot 5, South 13d 28' 00" East, a distance of 10.00 feet to a point for the Southeast corner of the herein described easement;

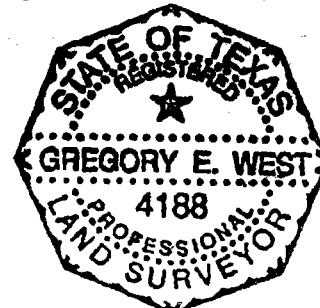
THENCE departing the West edge of said 7.5 foot wide P.U.E. and crossing through aforesaid Lot 5, South 77d 29' 25" West, a distance of 121.00 feet to a point on the aforementioned East R.O.W. line of Terjo Lane, for the Southwest corner of the herein described easement;

THENCE along the said East R.O.W. line of Terjo Lane, along a circular curve to the left, having a radius of 330.00 feet, through a delta angle of 0d 52' 06", an arc length of 5.00 feet, bearing North 14d 15' 38" West, a chord distance of 5.00 feet to the **POINT OF BEGINNING** and containing a calculated area of **0.028 Acres or 1,211 Square Feet** of land subject to easements, conditions or restrictions of record, if any.

I hereby certify that the foregoing Field Notes were prepared from a survey on-the-ground, under my supervision and are true and correct to the best of my knowledge and belief.

Witness my hand and seal this the 30th day of January 2012.

Gregory E. West, R.P.L.S. No. 4188
8405 Delavan Avenue
Austin, Texas 78717



EXHIBIT

T. C. Steiner
Vol. 745, Pg. 420



Scale: 1"=20'

Basis of Bearings shown

85.68'

64.38'

S11°42'09"E
35.54'

1/2" rebar found

3/4" rebar found

7.5' Public Utility Easement per plat

S13°28'00"E
10.00'

Easement to be Released
0.028 Acres.
1211 Sq.ft.

Lot 5

Lot 4

ADDRESSES:

Lot 4 = 1117 Terjo Lane
Lot 5 = 1119 Terjo Lane
Austin, Texas 78732

25' Bldg. Setback line
per record plat

121.21'
128.57'
121.00'

N77°29'25"E
N77°29'25"E
S77°29'25"W

5' wide P.U.E. per record plat

N12°50'12"W
88.82'

Lane (60' R.O.W.)

1/2" rebar found
Point of Beginning
(See attached Fieldnotes)

LEGAL DESCRIPTION:

Being Lots 4 & 5, Block "G", RIVER RIDGE, a subdivision in Travis County, Texas according to the plat recorded in Volume 63, Page 18, Plat Records of Travis County, Texas.

WEST SURVEYORS, INC.

8405 Delavan Avenue
Austin, Texas 78717
Ph. (512) 258-6842

"westsurveyors@austin.rr.com"

Project No. C057-08E

Curve Data Table

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	1°57'19"	11.26'	330.00'	N13°43'01"W	11.28'
C2	17°37'44"	101.54'	330.00'	N23°30'33"W	101.14'
C3	0°52'06"	5.00'	330.00'	N14°15'38"W	5.00'
C4	0°52'08"	5.01'	330.00'	N15°07'45"W	5.01'

ASPHALT ROADWAY

Terjo

Kevin Kielian

1200 Merlene Drive • Austin, Texas 78732 • Phone: 512-797-9027 •
E-Mail: Kielian@apple.com



Date: January 10, 2012

Paul Scoggins
Travis County Development Services
411 West 13th Street
Austin, Texas 78767

Dear Paul:

I am writing this letter of request to vacate the easement between lots 4 and 5, Block G, River Ridge, a subdivision in Travis County, Texas according to plat recorded in book 63, page 18 of the plat records of Travis County, Texas.

The purpose for requesting to vacate the easement between the two lots is to accommodate the required septic field to be located on 1117 Terjo (lot 4), adjacent to 1119 Terjo (lot 5), which will be the location of our home. I've enclosed all the necessary documentation, survey(s), easement release forms from the applicable utility companies, and a check in the amount of \$315 for processing.

Please feel free to contact me with any questions regarding our plats at 512.797.9027.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kevin Kielian', with a long horizontal flourish extending to the right.

Kevin Kielian



TRANSPORTATION AND NATURAL RESOURCES

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

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at: 17 and 19 TERJO LANE (address) and/or lots 4 and 5, Block G, RIVER Ridge (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

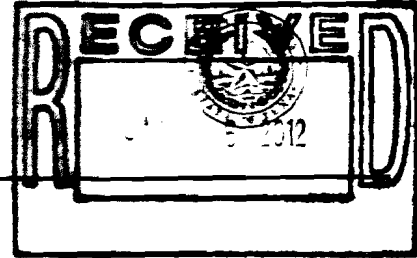
We do not have need for an easement on the property as described in the accompanying document.

We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Laurie Schumpert
Signature -
Laurie Schumpert
Printed Name
Sr. Designer
Title
Time Warner Cable - Central TX
Utility Company or District
January 9, 2012
Date

Please return this completed form to:

Kevin Kielian
Name
1200 Merlene DR
Address
Austin, TX 78732
City/State/Zip



TRANSPORTATION AND NATURAL RESOURCES

STEVEN M. MANILLA, P.E. COUNTY EXECUTIVE

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 1117 and 1119 TERJO LANE (address) and/or LOTS 4 and 5, BLOCK G, RIVER RIDGE (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

We do not have need for an easement on the property as described in the accompanying document.

We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

OK [Signature]
Reviewer

[Signature]
Signature
Deborah S. Gernes
Printed Name
General Manager
Title
WCID 17
Utility Company or District
1/11/2012
Date

Please return this completed form to:

Kevin Kielian
Name
1200 Merlene DR
Address
Austin, TX 78732
City/State/Zip



SOUTHWESTERN BELL TELEPHONE COMPANY

RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT, entered into by *SOUTHWESTERN BELL TELEPHONE COMPANY, a Missouri corporation, GRANTOR, AND Kevin Kielian and Chelsea Kielian, GRANTEE(S)*, wherein GRANTOR in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does by these presents ABANDON, RELEASE, RELINQUISH AND DISCLAIM to GRANTEE(S), as is, all or a specific portion of certain easements for telecommunication purposes hereinafter described that affects land owned by GRANTEE(S) situated in Travis County, Texas, and described as follows:

Lots 4 and 5, Block G, River Ridge, Deed of record in Document 2011124692, Property Records of Travis County, Texas

Said land of GRANTEE(S) being subject to:

Easements recorded in Volume 63, Page 18, Plat Records of Travis County, Texas,

The portion of said easements to be hereby released is described as follows:

All of the 5 foot PUE's on either side of the common side property lines of said Lots 4 and 5, described above,

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto GRANTEE(S), their heirs, successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 12th day of JANUARY, 2012

SOUTHWESTERN BELL TELEPHONE COMPANY

Steve Fougerson

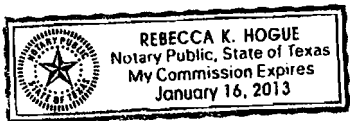
Name : STEVE FOUGERON

Title: ENGINEERING DESIGN

THE STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared STEVE FOUGERON, known to me to be the person whose name is subscribed to the foregoing instrument as Manager, Engineering-Design of Southwestern Bell Telephone Company, a Missouri corporation, and acknowledged to me that he/she executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 12th day of JANUARY, 2012



Rebecca K. Hogue
Notary Public in and for the State of TEXAS
My Commission Expires Jan 16, 2013



TRANSPORTATION AND NATURAL RESOURCES

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


411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 117 and 119 Terjo Lane (address) and/or Lots 4 and 5, Block G, River Ridge (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

- We do not have need for an easement on the property as described in the accompanying document.
- We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.


 Signature
 Senny Poole

 Printed Name
 Manager, PIRES

 Title
 Austin Energy

 Utility Company or District

 Date 1/12/2012

Please return this completed form to:

Kevin Kielian
 Name
1200 Meekene DR
 Address
Austin, TX 78732
 City/State/Zip

CODE: 1101



TRANSPORTATION AND NATURAL RESOURCES

Steven M. Manilla, P.E., County Executive

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

RECEIVED

TNR

AFFIDAVIT OF POSTING

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

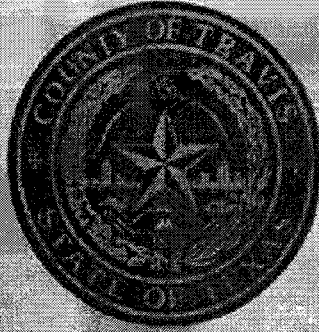
A Public Notice of Vacation of two 5' wide public utility easements sign was posted on Feb 13, 2012, on the easterly side of Terjo Lane along the common lot line of Lots 4 and 5, Block G of River Ridge at a point as near as practical to the area being vacated, and was also posted at the Travis County Courthouse.

CERTIFIED THIS THE 14 DAY OF Feb, 2012.

SIGNATURE: Jaime Garcia

NAME (PRINT): Jaime Garcia

TITLE: TNR/R&B Supervisor



NOTICE OF PUBLIC HEARING

MARCH 6, 2012, AT 9:00 AM
PUBLIC UTILITY EASEMENT VACATION

TO APPROVE THE VACATION OF TWO
FIVE FOOT WIDE PUBLIC UTILITY
EASEMENTS LOCATED ALONG THE
COMMON LOT LINE OF LOTS 4 AND 5,
BLOCK G OF RIVER RIDGE — A
SUBDIVISION IN PRECINCT TWO

AT THE TRAVIS COUNTY
COMMISSIONERS COURTROOM
314 WEST 11th STREET
(FIRST FLOOR), AUSTIN
FOR MORE INFORMATION CALL: 854-9383



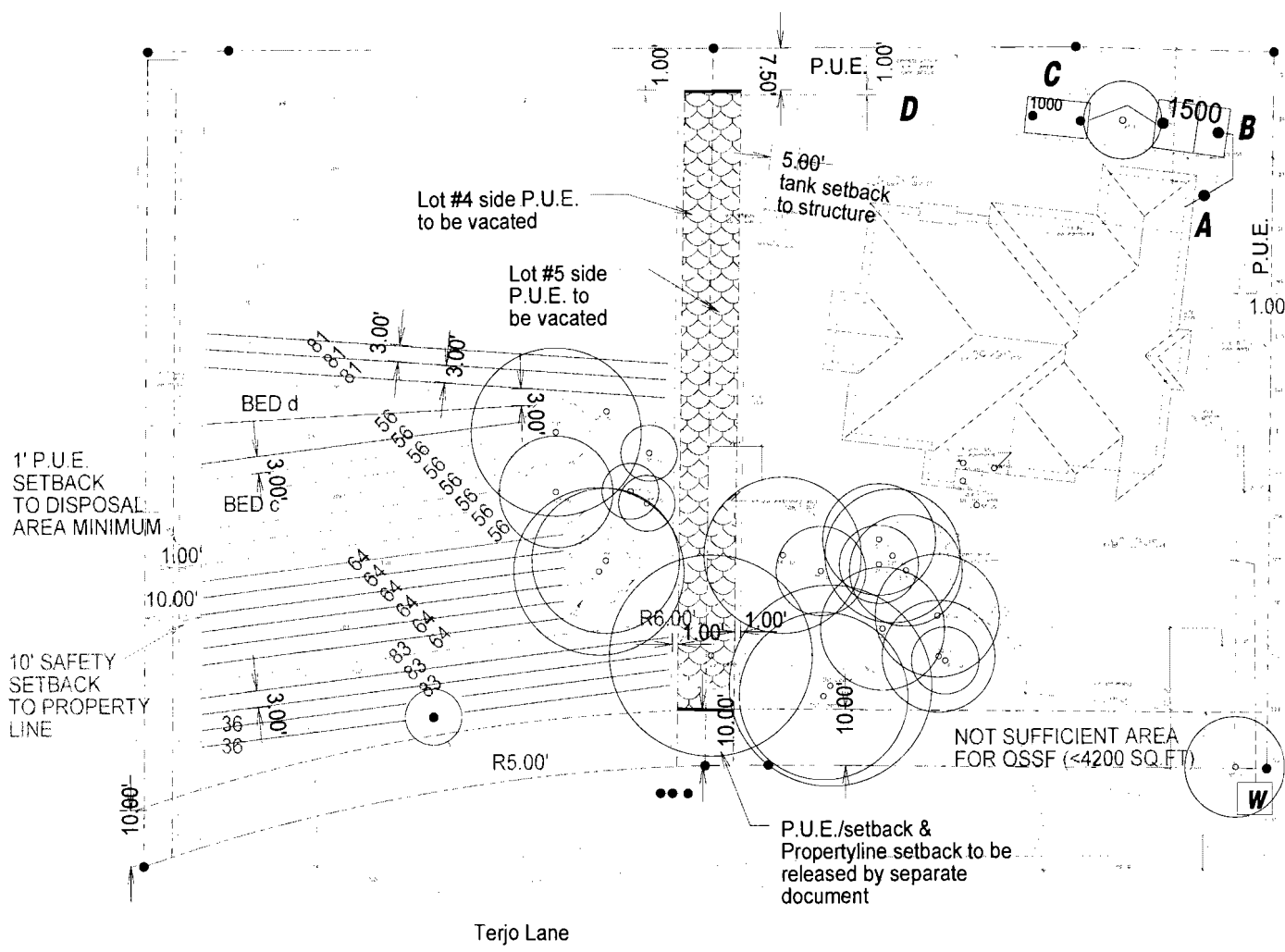
NOTICE OF PUBLIC HEARING

MARCH 6, 2012 AT 9:00 AM
PUBLIC UTILITY EASEMENT VACATION

TO APPROVE THE VACATION OF TWO
FIVE FOOT WIDE PUBLIC UTILITY
EASEMENTS LOCATED ALONG THE
COMMON LOT LINE OF LOTS 4 AND 5
BLOCK C OF RIVER RIDGE - A
SUBDIVISION IN PRECINCT TWO

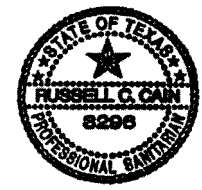
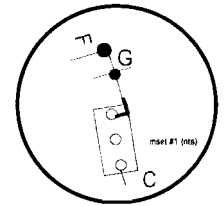
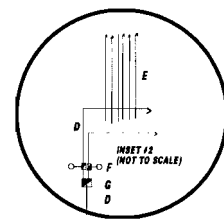
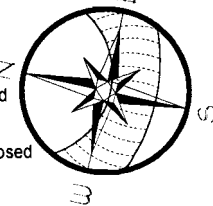
AT THE TRAVIS COUNTY
COMMISSIONERS COURTROOM
314 WEST 11TH STREET
(FIRST FLOOR) AUSTIN
FOR MORE INFORMATION CALL: 854-9383





- A. Two way Sweep Tee CLEANOUT (within 3' of structure and each 50' max after)
- B. 1500 GAL. 2 compartment Septic Tank
- C. 1000 gallon Pump Tank
- D. 2" Supply main
- E. 1" PVC DISTRIBUTION LINE
- F. ball type regulating valve

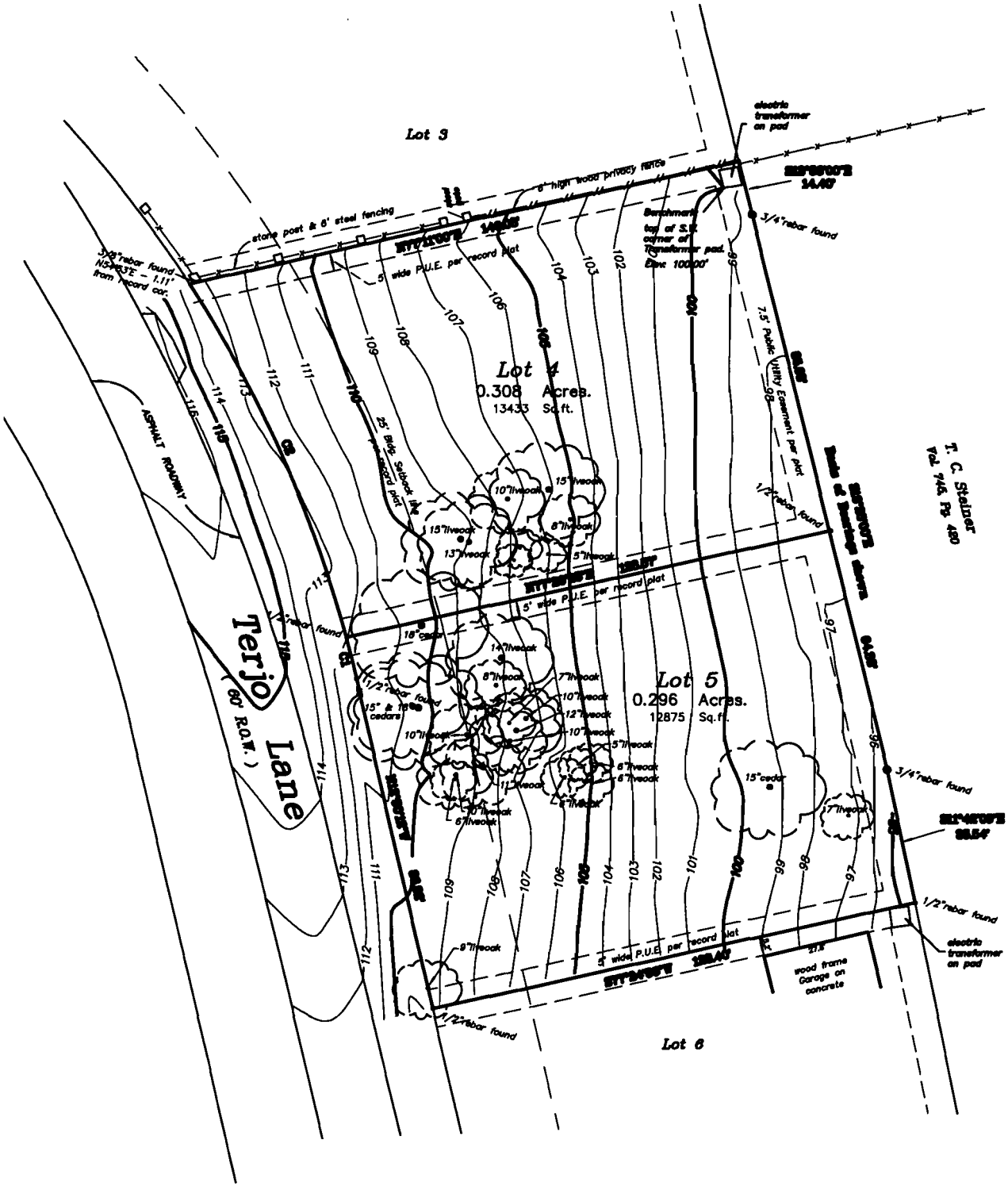
RBM= <100'>= corner pin found
 Pump = ?Bames Model SP 33
 0.3 hp 115v?
 w. water meter & waterline proposed
 x. profile hole



Russell C. Cain
 Russell C. Cain, R.S. #3296/S.E.#12133

This Plan is not a site survey and should not be used as such.

COPYRIGHT © 1996-2012 RUSSELL C. CAIN, R.S. THESE DRAWINGS AND THE IDEAS HEREON ARE THE PROPERTY OF THE DESIGNER AND MAY NOT BE USED WITHOUT EXPRESS WRITTEN CONSENT.	CAIN SEPTIC DESIGN Russell C. Cain, R.S. #3296 330 Summer Mountain Dr. San Marcos, TX 78666-1756 210 650 2246/206 222 2246 fax cainSEPTICdesign@hotmail.com	Drawn by: RCC DATE: 04/05/2011 05/03/2011	ONSITE WASTEWATER SYSTEM Low Pressure Dose WASTE DISPOSAL PLAN Kevin & Chelsea Kielian
		SCALE: 1" = 20' 18 of 18	1119 Terjo Ln. Lot #4&5, Block G, River Ridge Subd. Austin, TX 78732



Scale: 1"=20'

Curve Data Table

NUM	DELTA	ABC	RADIUS	BEARING	DISTANCE
CI	1°07'19"	11.85'	330.00'	N15°45'01"W	11.85'
CE	17°37'44"	101.64'	330.00'	N23°30'35"W	101.14'

LEGAL DESCRIPTION:

Being Lots 4 & 5, Block "G", RIVER RIDGE, a subdivision in Travis County, Texas according to the plat recorded in Volume 63, Page 18, Plat Records of Travis County, Texas.

ADDRESSES:

Lot 4 = 1117 Terjo Lane
 Lot 5 = 1119 Terjo Lane
 Austin, Texas 78732

NOTES:

This survey was performed without the benefit of a title report and is subject to same as such might reflect. Only the record plat was used as referenced material for this survey.

Not all "cedar trees" are shown.

Lot shown is located in Zone "X" and is an approximation based upon interpolating the information from a 1" = 1800' scale Federal Emergency Management Agency Flood Insurance Rate Map of Unincorp. Travis County, Texas Community Panel No. 481028_0410H with an effective date of Sept. 28, 2008 and such Flood Information is to be used only for the purpose of Flood Insurance. This Surveyor does not assume responsibility for the inaccuracy of said Rate Maps.

This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category Six, Condition III Survey. (fieldwork performed on Sept. 14, 2011)

Gregory E. West, RPLS. No. 4188

Date _____



Topo & Tree Survey
1117 & 1119 Terjo Ln.

KIELIAN

Scale 1" = 20'	Date 09/14/11
Drawn by G.E. West	
Checked by G.E. West	
Client No.	



Travis Central Appraisal District
 8314 Cross Park Drive
 Austin, Texas 78754
 Internet Address: www.traviscad.org
 Main Telephone Number (512) 834-8317
 Appraisal Information (512) 834-9318
 TDD (512) 836-3328

This tax map was compiled solely for the use of TCAO. Areas depicted by these digital products are approximate, and are not necessarily accurate to mapping, surveying or engineering standards. The TCAO does not assume any liability for the use of this information. The TCAO does not make any promises or guarantees about the accuracy, completeness or adequacy of this information and expressly disclaims liability for any errors and omissions. The mapped data does not constitute a legal document.

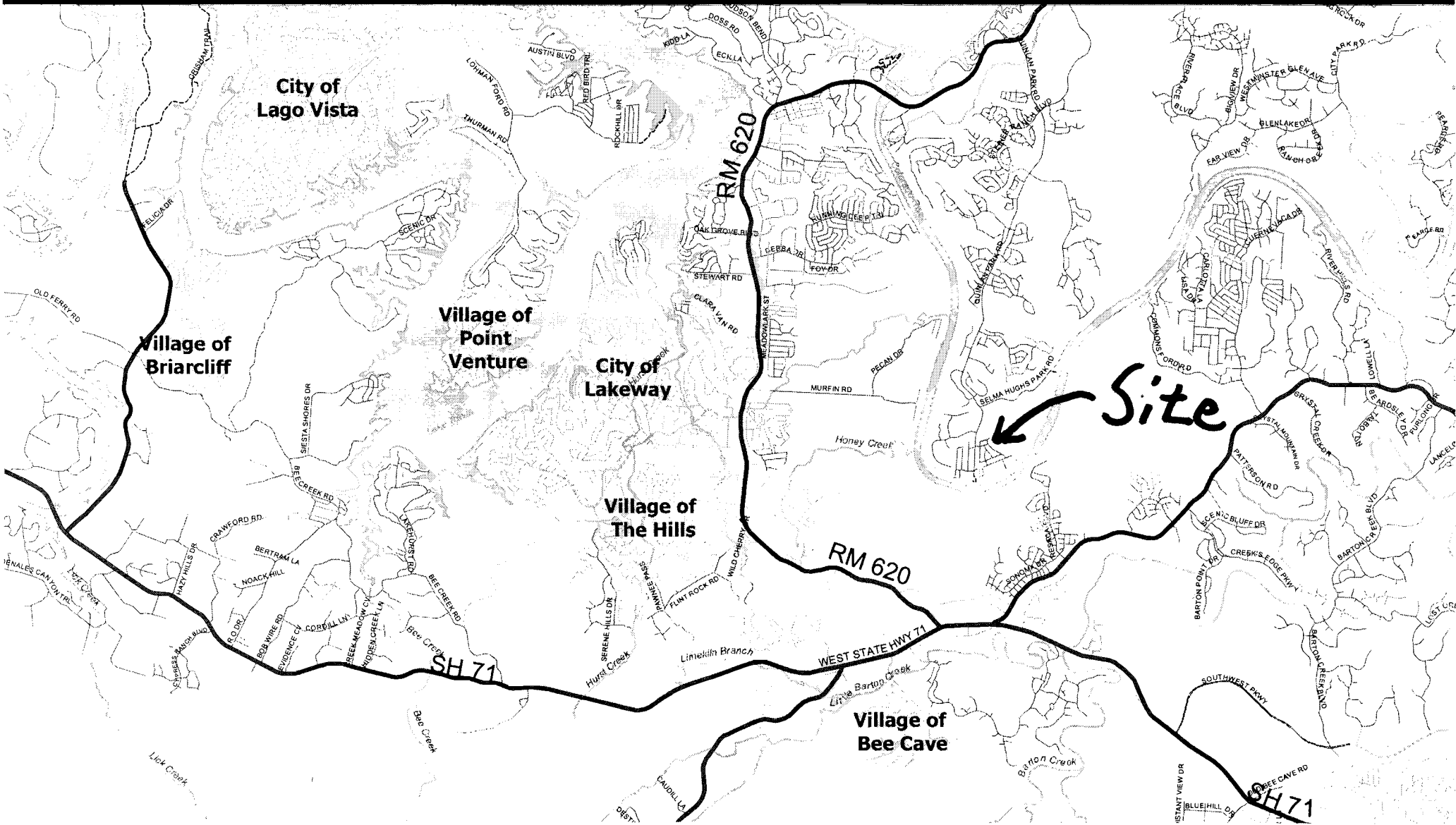
NAD_1983_StatePlane_Texas_Central_FIPS_4203_Feet
 Projection: Lambert_Conformal_Conic
 Scale: 1" = 100 scale map
 Thin: 1" = 100 scale map
 Bold: 1" = 400 scale map

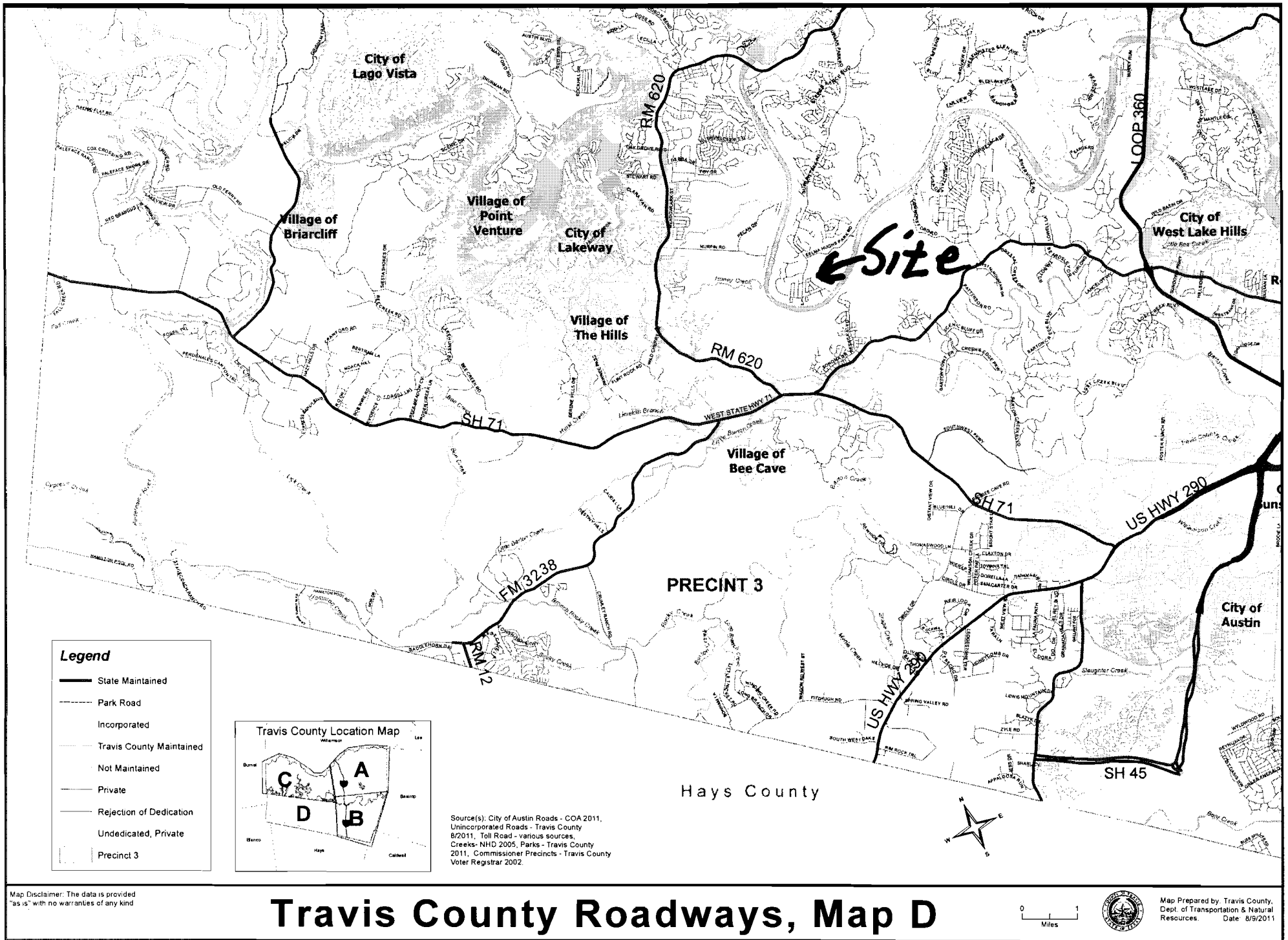
12955	12956	12957
12958	12959	12960
12961	12957	12962
12963	12964	12965

0 100 Feet

Revision Date
 11/12/2010

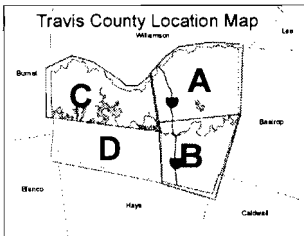
1 2955





Legend

- State Maintained
- - - Park Road
- ◻ Incorporated
- ◻ Travis County Maintained
- ◻ Not Maintained
- Private
- Rejection of Dedication
- ◻ Undedicated, Private
- ◻ Precinct 3



Source(s): City of Austin Roads - COA 2011,
 Unincorporated Roads - Travis County
 8/2011, Toll Road - various sources,
 Creeks - NHD 2005, Parks - Travis County
 2011, Commissioner Precincts - Travis County
 Voter Registrar 2002.

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

Travis County Roadways, Map D



Map Prepared by Travis County,
 Dept. of Transportation & Natural
 Resources. Date: 8/9/2011



Travis County Commissioners Court Agenda Request

Meeting Date: March 6, 2012

Prepared By: Michael Hettenhausen **Phone #:** 854-7563

Division Director/Manager: Anna Bowlin, Division Director, Development Services

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 Revised Plat of Lot 1 Rivercliff Section Two Phase A and Lot 19 Replat of Lots 15-19 Rivercliff Subdivision (Revised plat - one lot - 15.39 acres - Rivercliff Drive - No ETJ) in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

The property owner of Lot 1 of the Rivercliff Section Two Phase A and Lot 19 of the Replat of Lots 15 - 19 Rivercliff Subdivision has submitted an application to revise the existing two plats by combining the two single family lots into one single family lot. The resulting one lot will consist of 15.39 acres platted from Rivercliff Drive. No new public or private streets are proposed with this application. Parkland dedication or fees in lieu of dedication or fiscal surety are not required with this revised plat.

STAFF RECOMMENDATIONS:

As this revised plat application meets all Travis County subdivision standards, staff recommends approval of the revised plat.

ISSUES AND OPPORTUNITIES:

Staff requested and has received a letter of support for the plat revision from the president of the Rivercliff homeowners' association. Also, as part of the requirements for a revised plat, a notice of public hearing sign was posted on the property on February 13, 2012, announcing the date, time, and location of the public hearing (see attached photo and affidavit). As of this date, staff has not received any inquiries on the proposed plat revision.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

ATTACHMENTS/EXHIBITS:

Precinct map
Location map
Existing plat

Proposed revised plat
Photo of public notice sign
Affidavit of sign posting

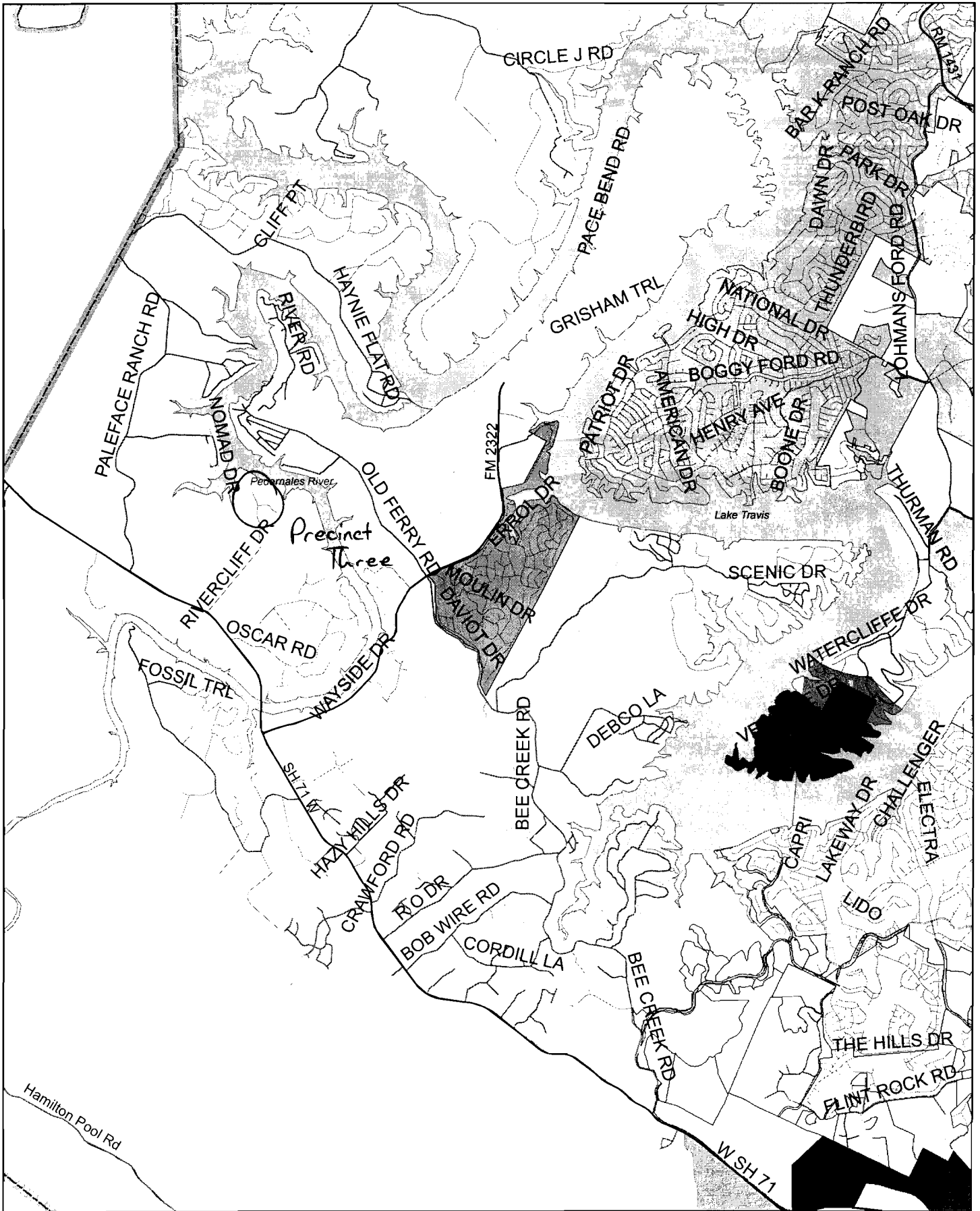
REQUIRED AUTHORIZATIONS:

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

CC:

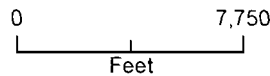
SM:AB:mh

1101 - Development Services - Rivercliff Revised Plat of Lot 1 Sec 2 and Lot 19

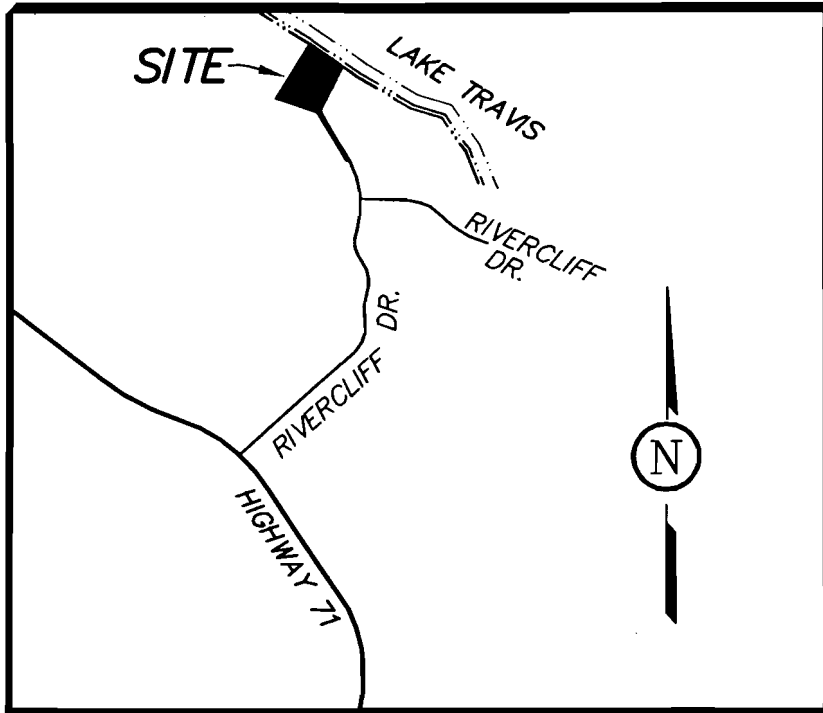


Disclaimer. Map for general reference only. Data provided "as is" with no warranties of any kind. Contact the Travis County GIS Coordinator at (512) 854-7641 for questions

Source(s): Property Lines - TCAD 07/2007, Roads - Travis County 04/2007, Jurisdictions- 06/2007, Subdivisions - July 2006, Contours - CAPCO 1997, Creeks - NHD 2005, Flood plan - FEMA Prelim 2005



Map Prepared by: Travis County, Department of Transportation & Natural Resources
<http://www.co.travis.tx.us/maps>



LOCATION MAP - NTS

Existing Plat

RIVERCLIFF SUBDIVISION

SCALE: 1" = 100'



LEGEND

●	CONCRETE MANDUMENT FOUND
○	IRON ROD FOUND
○	IRON ROD SET
○	PIPE FOUND
○	RAIL FOUND
○	PUBLIC UTILITY ESMT
○	DRAINAGE ESMT
○	BUILDING LINE
○	RECORD CALL
○	ORIGINAL CLASS ELEVATION

44100002

LAKE TRAVIS (Pedernales River)

15
15.77 Ac.

19
1.87 Ac.
717.0

8
2.96 Ac.
717.0

17
2.92 Ac.
717.0

16
2.71 Ac.
717.0

14

NO	CHORD BRG	CHORD	ARC	RADIUS	TANG
C1	N 08°23'14" E	297.96	315.62	270.00	178.63
C2	N 05°35'22" W	410.82	418.67	814.70	217.82
C3	N 04°40'06" W	204.04	207.66	320.00	107.64
C4	N 07°58'45" W	332.77	336.76	630.00	172.51
C5	N 11°28'13" W	537.58	544.71	970.00	279.74
C6	N 02°59'37" E	55.35	57.83	60.00	31.19
C7	N 54°37'04" W	100.65	100.65	2349.76	50.33
C8	S 08°23'14" W	436.86	462.55	395.89	261.79
C9	N 05°35'22" W	370.54	377.80	554.70	196.96
C10	N 03°00'38" E	143.87	144.74	360.00	73.26
C11	N 15°34'49" W	101.55	101.86	360.00	51.24
C12	N 13°58'02" W	184.08	184.89	570.00	93.29
C13	N 01°20'47" E	119.58	119.80	570.00	66.12
C14	N 02°44'49" E	165.94	166.12	1030.00	83.24
C15	S 42°10'59" W	34.77	38.45	25.00	84.19
C16	N 79°48'13" W	106.13	107.18	220.00	56.88
C17	S 42°45'04" E	172.59	177.36	220.00	93.82
C18	N 43°33'37" W	223.83	230.37	280.00	129.45
C19	S 33°03'15" E	104.52	105.53	220.00	53.60
C20	S 09°59'27" E	24.49	25.59	25.00	14.04
C21	S 18°48'33" E	74.11	79.88	60.00	32.11
C22	S 82°18'04" E	51.41	53.13	60.00	28.45
C23	S 57°18'49" W	31.06	31.42	60.00	16.08
C24	N 27°18'49" E	31.06	31.42	60.00	16.08
C25	N 17°41'11" W	60.00	62.65	60.00	34.64
C26	N 57°32'60" W	18.44	18.88	25.00	9.32
C27	N 51°21'15" W	149.11	150.83	280.00	77.31
C28	N 48°50'58" W	135.58	137.03	220.00	71.23
C29	N 40°40'36" W	200.88	205.45	280.00	107.60
C30	N 25°16'46" W	43.72	43.11	250.00	21.66
C31	N 17°43'45" W	154.86	158.06	280.00	80.46
C32	N 56°48'21" W	44.07	37.49	25.00	23.24
C33	N 16°19'45" W	263.71	204.82	1030.00	153.53
C34	S 11°30'26" W	29.10	31.81	25.00	18.48
C35	N 25°01'60" E	47.03	48.32	60.00	25.55
C36	N 12°31'33" W	104.86	127.36	60.00	107.82
C37	S 65°20'27" W	10.04	10.05	60.00	5.04
C38	S 48°38'11" W	60.00	60.00	60.00	5.19
C39	S 35°31'43" W	11.92	11.03	60.00	5.53
C40	N 83°36'14" W	32.09	32.57	60.00	16.92

Official Document

NUMBER	DIRECTION	DISTANCE
L1	N 60°49'49" W	63.63
L2	N 60°58'52" W	95.97
L3	N 58°40'36" W	42.05
L4	N 55°42'19" W	79.58
L5	N 50°20'14" W	95.20
L6	N 53°23'33" W	37.50
L7	N 47°07'57" W	47.30
L8	N 49°30'18" W	72.24
L9	N 57°54'41" W	71.82
L10	N 65°45'14" W	111.22
L11	N 52°37'52" W	126.10
L12	N 73°35'27" W	95.96
L13	N 68°28'40" W	59.62
L14	N 32°37'15" W	43.43
L15	S 60°12'22" W	101.89
L16	N 2°44'26" W	35.18

200.03 Ac
DAN HARGROVE
Doc. 1999131471

MATCH LINE - SEE SHEET 3 OF 8

RIVERCLIFF DRIVE (60' ROW)

Existing Plat

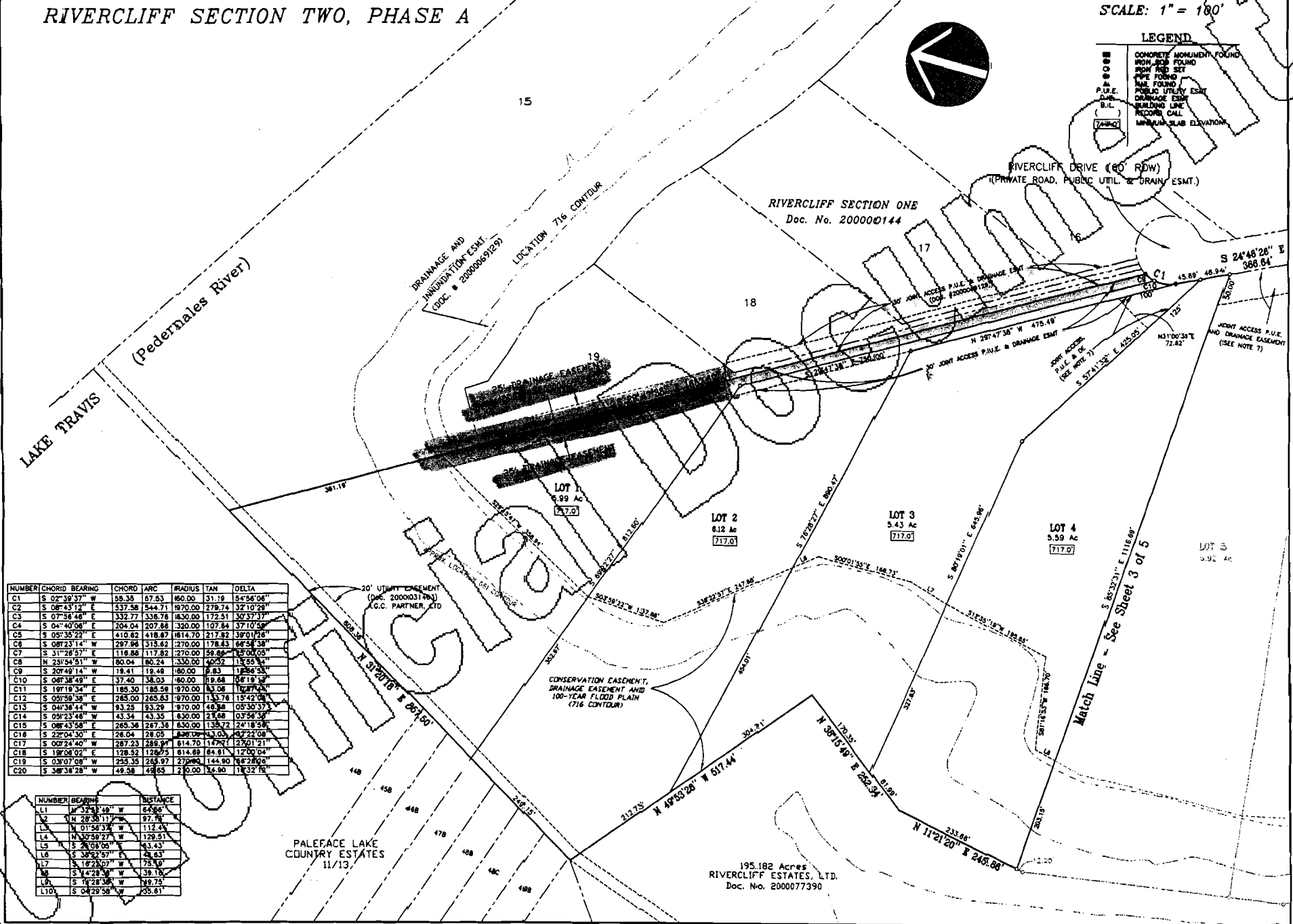
20000065

RIVERCLIFF SECTION TWO, PHASE A

SCALE: 1" = 100'

LEGEND

- CONCRETE MONUMENT FOUND
- IRON ROD FOUND
- IRON NAIL SET
- PIPE FOUND
- PALE FOUND
- PUBLIC UTILITY ESMT
- DRAINAGE ESMT
- BUILDING LINE
- RECORD CALL
- MINIMUM SLAB ELEVATION

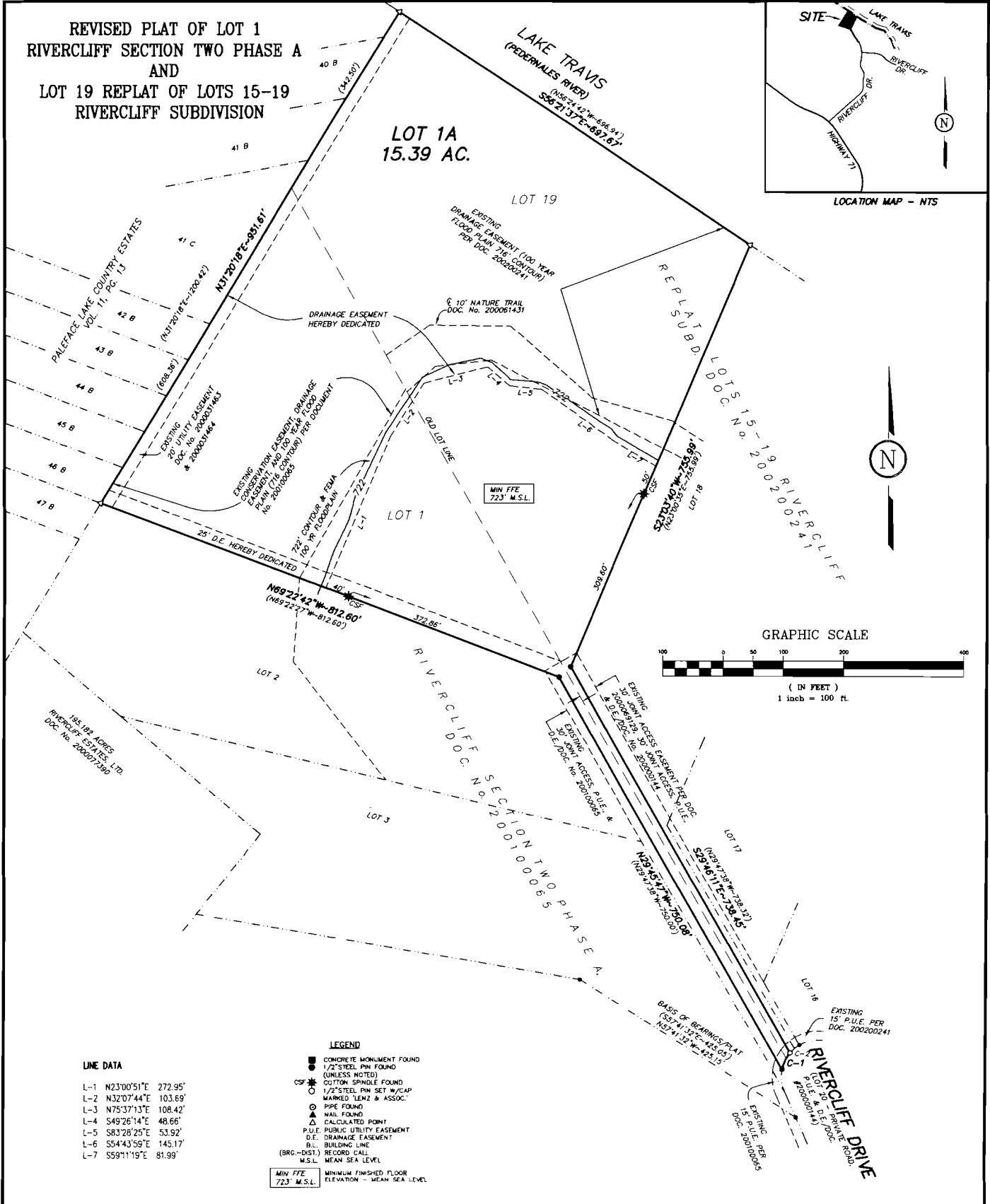
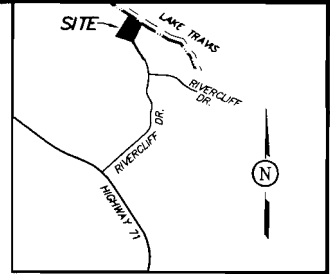


NUMBER	CHORD BEARING	CHORD	ARC	RADIUS	TAN	DELTA
C1	S 02°39'37" W	58.35	67.63	460.00	31.19	54°56'06"
C2	S 08°43'12" E	537.58	544.71	1970.00	279.74	32°10'29"
C3	S 07°34'48" E	332.77	335.76	1830.00	172.51	30°37'23"
C4	S 04°40'08" E	204.04	207.88	1320.00	107.84	37°10'58"
C5	S 09°35'22" E	410.82	418.87	1614.70	217.82	39°01'24"
C6	S 08°23'14" W	297.96	313.62	2270.00	178.43	68°54'38"
C7	S 31°28'57" E	118.88	117.82	2270.00	58.86	13°00'03"
C8	N 23°54'51" W	80.04	80.24	330.00	40.02	13°55'34"
C9	S 20°49'14" W	18.41	18.48	180.00	8.83	11°26'33"
C10	S 08°38'49" E	37.40	38.03	180.00	18.68	06°19'32"
C11	S 18°19'34" E	185.30	188.59	1970.00	83.08	18°27'04"
C12	S 09°59'38" E	265.00	265.83	1970.00	133.76	19°42'08"
C13	S 04°36'44" W	93.25	93.29	1970.00	48.38	05°30'37"
C14	S 09°23'48" W	43.34	43.35	830.00	21.68	03°56'36"
C15	S 08°43'58" E	265.36	267.38	1350.00	135.72	24°18'56"
C16	S 22°04'50" E	26.04	26.05	1350.00	13.03	03°22'08"
C17	S 02°24'40" W	287.23	288.97	814.70	174.71	23°01'21"
C18	S 18°08'02" E	128.32	128.93	614.80	64.61	12°00'04"
C19	S 03°07'08" W	255.35	264.97	2700.00	144.90	16°28'00"
C20	S 38°38'28" W	49.58	49.65	230.00	34.90	18°32'16"

NUMBER	BEARING	DISTANCE
L1	N 32°53'48" W	64.96'
L2	N 26°35'11" W	97.86'
L3	N 01°56'34" W	112.44'
L4	N 30°59'27" W	129.51'
L5	S 21°08'00" E	43.43'
L6	S 38°22'57" E	24.63'
L7	S 14°28'07" W	75.16'
L8	S 16°28'38" W	88.75'
L10	S 04°29'58" W	25.81'

PROPOSED PLAT

REVISED PLAT OF LOT 1
RIVERCLIFF SECTION TWO PHASE A
AND
LOT 19 REPLAT OF LOTS 15-19
RIVERCLIFF SUBDIVISION



LINE DATA

L-1	N23°00'51"E	272.95'
L-2	N32°07'44"E	103.69'
L-3	N75°37'13"E	108.42'
L-4	S49°26'14"E	48.66'
L-5	S83°28'25"E	53.92'
L-6	S54°43'59"E	145.17'
L-7	S59°11'19"E	81.99'

- LEGEND
- CONCRETE MONUMENT FOUND
 - 1/2" STEEL PIN FOUND (UNLESS NOTED)
 - COTTON SPINDLE FOUND
 - 1/2" STEEL PIN SET W/CAP MARKER TIE & ASSOC.
 - PIPE FOUND
 - WALL FOUND
 - △ CALCULATED POINT
 - P.U.E. PUBLIC UTILITY EASEMENT
 - D.E. DRAINAGE EASEMENT
 - B. BUILDING LINE
 - (BRG.-DIST.) RECORD CALL
 - M.S.L. MEAN SEA LEVEL
 - MIN. F.F.E. 723' M.S.L. MINIMUM FINISHED FLOOR ELEVATION - MEAN SEA LEVEL

CURVE TABLE

CURVE	DELTA	RADIUS	TANGENT	ARC	CHORD	BEARING
C-1	29°08'19"	60.00	15.59	30.51	30.19	S26°20'52"W
C-2	19°44'30"	60.00	10.44	20.67	20.57	S50°17'10"W

RECORD CURVE TABLE

CURVE	DELTA	RADIUS	TANGENT	ARC	CHORD	BEARING
C-1		60.00		30.52		
C-2		60.00		20.40		

LENZ & ASSOCIATES, INC.

(512) 443-1174
4303 RUSSELL DRIVE
AUSTIN, TEXAS 78704

SURVEY #: 2010-0124A F.B.

REVISED PLAT OF LOT 1
RIVERCLIFF SECTION TWO PHASE A
AND
LOT 19 REPLAT OF LOTS 15-19
RIVERCLIFF SUBDIVISION

STATE OF TEXAS)
(
COUNTY OF TRAVIS)

KNOW ALL MEN BY THESE PRESENTS:

THAT JAMES LYTAL AND WIFE, MARY BETH LYTAL, OWNERS OF LOTS 1 AND 2, RIVERCLIFF SECTION TWO, PHASE A, A SUBDIVISION OF RECORD PER DOCUMENT NUMBER 200100085, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND LOT 19 REPLAT OF LOTS 15-19, RIVERCLIFF SUBDIVISION, A SUBDIVISION OF RECORD PER DOCUMENT NUMBER 200200241, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AS CONVEYED BY DEEDS OF RECORD PER DOCUMENTS NUMBERED 201009197 AND 201009198 RESPECTIVELY OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS DO HEREBY AMEND SAID PROPERTY PER TEXAS LOCAL GOVERNMENT CODE 232.011 AND THIS PLAT, TO BE KNOWN AS "REVISED PLAT OF LOT 1 RIVERCLIFF SECTION TWO PHASE A AND LOT 19 REPLAT OF LOTS 15-19 RIVERCLIFF SUBDIVISION", SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWN HEREON, AND HEREBY DEDICATES TO THE OWNERS OF THE LOTS IN THE SUBDIVISION, PUBLIC UTILITIES SERVING THE SUBDIVISION, EMERGENCY SERVICES PROVIDERS WITH JURISDICTION, AND PUBLIC SERVICE AGENCIES, THE USE OF ALL THE PRIVATE STREETS AND OTHER EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED, THE MAINTENANCE AND PAYMENT OF REAL PROPERTY TAXES ON SUCH PRIVATE STREETS ARE THE RESPONSIBILITY OF THE OWNER (S) OF THE SUBDIVISION OR ANY DULY CONSTITUTED HOMEOWNERS ASSOCIATION UNDER THAT CERTAIN INSTRUMENT OF RECORD AT DOCUMENT NUMBER 2000089125, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AN EXPRESS EASEMENT IS HEREBY GRANTED ACROSS SAID PRIVATE STREETS AND ANY COMMON AREAS FOR THE USE OF THE SURFACE FOR ALL GOVERNMENTAL FUNCTIONS, VEHICULAR AND NON-VEHICULAR, INCLUDING FIRE AND POLICE PROTECTION, SOLID AND OTHER WASTE MATERIAL PICKUP, AND ANY OTHER PURPOSE ANY GOVERNMENTAL AUTHORITY DEEMS NECESSARY; AND OWNER FURTHER AGREES THAT ALL GOVERNMENTAL ENTITIES, THEIR AGENTS OR EMPLOYEES, SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGE OCCURRING TO THE SURFACE OF THE SAID PRIVATE STREET AND ANY COMMON AREA AS A RESULT OF ANY SUCH USE BY GOVERNMENTAL VEHICLES.

ALL PRIVATE STREETS SHOWN HEREON (RIVERCLIFF DRIVE) AND ANY SECURITY GATES OR DEVICES CONTROLLING ACCESS TO SUCH STREETS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION OF THIS SUBDIVISION.

JAMES LYTAL
131 HICKORY RIDGE DRIVE
HOUSTON, TEXAS 77024

MARY BETH LYTAL
131 HICKORY RIDGE DRIVE
HOUSTON, TEXAS 77024

STATE OF TEXAS)
(
COUNTY OF TRAVIS)

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JAMES LYTAL KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 20__ A.D.

NOTARY PUBLIC
IN AND FOR _____, COUNTY, TEXAS

COMMISSION EXPIRES _____

STATE OF TEXAS)
(
COUNTY OF TRAVIS)

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MARY BETH LYTAL KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND SHE ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSE THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 20__ A.D.

NOTARY PUBLIC
IN AND FOR _____, COUNTY, TEXAS

COMMISSION EXPIRES _____

I, TIMOTHY A. LENZ, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

TIMOTHY A. LENZ DATE
REGISTERED PROFESSIONAL LAND SURVEYOR No. 4393
LENZ & ASSOCIATES, INC.
4303 RUSSELL DRIVE
AUSTIN, TEXAS 78704

STATE OF TEXAS)
(
COUNTY OF TRAVIS)

I, DANA DEBEAUVOR, 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 DULY 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 DEBEAUVOR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

DEPUTY

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 _____ DAY OF _____, 20__ A.D. AT _____ O'CLOCK _____ M., DULY RECORDED ON THE _____ DAY OF _____, 20__ A.D. AT _____ O'CLOCK _____ M. OF SAID COUNTY AND STATE IN DOCUMENT NUMBER _____, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS _____ DAY OF _____, 20__ A.D.

DANA DEBEAUVOR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

DEPUTY

"IN APPROVING THIS PLAT BY THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH, THE BUILDING OF 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 SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO 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 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 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 ERRECT TRAFFIC CONTROL SIGNS, WHICH IS CONSIDERED TO BE PART OF THE DEVELOPER'S CONSTRUCTION."

NOTES

1) THIS SUBDIVISION IS NOT LOCATED WITHIN THE CITY OF AUSTIN EXTRA-TERRITORIAL JURISDICTION ON THIS THE _____ DAY OF _____, 20__.

2) THE STATE LEGISLATURE HAS LIMITED THE AUTHORITY OF COUNTY GOVERNMENTS TO REGULATE LAND USE IN THE UNINCORPORATED AREAS. AT THE TIME THIS PLAT WAS APPROVED, SECTION 232.101 (1) OF THE LOCAL GOVERNMENT CODE PROHIBITS TEXAS COUNTIES, UNLESS OTHERWISE AUTHORIZED BY STATE LAW, FROM REGULATING THE USE OF ANY BUILDING OR PROPERTY FOR BUSINESS, INDUSTRIAL, RESIDENTIAL, OR OTHER PURPOSES; THE BULK, HEIGHT, OR NUMBER OF BUILDINGS CONSTRUCTED ON A PARTICULAR TRACT OF LAND; THE SIZE OF A BUILDING THAT CAN BE CONSTRUCTED ON A PARTICULAR TRACT OF LAND, INCLUDING WITHOUT LIMITATION AND RESTRICTION ON THE RATIO OF BUILDING FLOOR SPACE TO THE LAND SQUARE FOOTAGE; AND THE NUMBER OF RESIDENTIAL UNITS THAT CAN BE BUILT PER ACRE OF LAND, UNLESS CONTAINED IN RESTRICTIVE COVENANTS APPLICABLE TO THIS SUBDIVISION. TRAVIS COUNTY MAY NOT, AT THE TIME THIS PLAT WAS APPROVED, RESTRICT OR PROHIBIT ADVERSE LAND USES ON OR IN THE VICINITY OF LOTS IN THIS SUBDIVISION.

3) THE 100-YEAR FLOODPLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENT AS SHOWN HEREON. A 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) #48128-0160R, TRAVIS COUNTY, TEXAS, DATED SEPTEMBER 28, 2008.

MINIMUM FINISHED FLOOR ELEVATION FOR ALL AFFECTED STRUCTURES SHALL BE ONE (1) FOOT ABOVE THE ELEVATION OF THE 100-YEAR FLOOD PLAIN AS SHOWN HEREON: 729 M.S.L.

NOTES FROM RIVERCLIFF SECTION TWO, PHASE A:

- 1) TRAVIS COUNTY DEVELOPMENT PERMITS ARE REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
- 2) WATER WELL HEADS SHALL BE LOCATED A MINIMUM OF 5' FROM R.O.W. AND PROPERTY LINES.
- 3) PROPERTY OWNERS SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY.
- 4) NO RESIDENCE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO PRIVATE WATER AND WASTEWATER SYSTEMS AS APPROVED BY THE GOVERNING HEALTH OFFICIAL.
- 5) ALL INTERNAL STREETS ARE PRIVATE STREETS TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. SEE DOCUMENT No. 2000089125, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, IF THE HOMEOWNERS ASSOCIATION FAILS TO PERFORM THE MAINTENANCE RESPONSIBILITIES, THE MAINTENANCE FALLS TO THE LOT OWNERS WHO USE THE PRIVATE STREETS.
- 6) NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT EXCEPT AS APPROVED BY TRAVIS COUNTY.
- 7) ACCESS FOR LOTS 4 & 5 ARE RESTRICTED TO A SINGLE DRIVEWAY WITHIN THE JOINT ACCESS EASEMENT AS SHOWN HEREON. SEE DOCUMENT No. 2001034823, OF THE OFFICIAL PUBLIC RECORD OF TRAVIS COUNTY FOR JOINT ACCESS EASEMENT AGREEMENTS. THE JOINT ACCESS DRIVEWAY MUST ENTER RIVERCLIFF DRIVE FROM LOT 5 AND CANNOT BE LESS THAN 50' FROM THE COMMON LOT LINE OF LOTS 4 & 5.
- 8) L.C.P.A. DEVELOPMENT PERMITS ARE REQUIRED FOR ALL CONSTRUCTION ON THIS SUBDIVISION.
- 9) ALL DRIVEWAY CULVERTS SHALL BE A MINIMUM OF 18 INCHES IN DIAMETER.
- 10) ACCESS FOR LOTS 1, 2 AND 3 ARE RESTRICTED TO A SINGLE DRIVEWAY WITHIN THE JOINT ACCESS EASEMENT AS SHOWN HEREON. SEE DOCUMENT No. 2001034834, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY FOR JOINT ACCESS EASEMENT AGREEMENTS. THE JOINT ACCESS DRIVEWAY MUST ENTER RIVERCLIFF DRIVE FROM THE CENTER OF LOT 1.
- 11) THERE IS A 15 FOOT PUBLIC UTILITY EASEMENT ALONG THE FRONT OF ALL LOTS FRONTING ON RIVERCLIFF DRIVE AND PALJARO COVEE.
- 12) BENCH MARK No. 1 - TOP OF IRON ROD SET AT PC APPROXIMATELY 40' SOUTH OF COMMON LOT LINE OF LOTS 9 AND 10, RIVERCLIFF DRIVE ELEV. - 790.66'
- 13) BENCH MARK No. 2 - TOP OF IRON ROD SET AT P.C. SOUTH SIDE OF PALJARO RD. +278' FROM INTERSECTION OF PALJARO COVEE RD. & MAIN ENTRANCE ROAD.
- 14) WATER AND WASTEWATER TO BE PROVIDED BY EACH LOT OWNER THROUGH INDIVIDUAL WATER WELLS AND ON SITE SEWAGE FACILITIES.
- 15) LOT 19 MAY BE RESUBDIVIDED INTO SINGLE FAMILY LOTS WITH AN AVERAGE SIZE OF 6 ACRES AND A MINIMUM LOT SIZE OF 4 ACRES. ANY RESUBDIVISION MUST COMPLY WITH TRAVIS COUNTY REGULATIONS IN FORCE AT THE TIME OF THE RESUBDIVISION AND MAY REQUIRE EXTENSION OF THE ROAD.
- 16) LOT 1, 2, 3, 4 & 5 SHALL NOT BE RESUBDIVIDED OR OTHERWISE DIVIDED TO CREATE ADDITIONAL LOTS UNLESS A PRIVATE STREET OR OTHER ACCESS IS PROVIDED AS REQUIRED BY THE GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OVER SUCH LOTS.

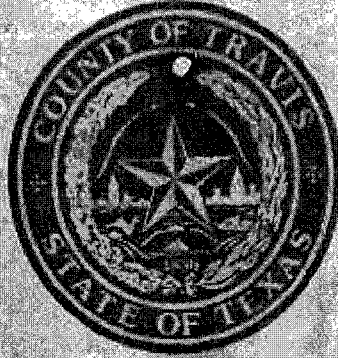
NOTES FROM REPLAT OF LOTS 15-19, RIVERCLIFF SUBDIVISION:

- 1) TRAVIS COUNTY DEVELOPMENT PERMITS ARE REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
- 2) WATER WELL HEADS SHALL BE LOCATED A MINIMUM OF 5' FROM R.O.W. AND PROPERTY LINES.
- 3) PROPERTY OWNERS SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY.
- 4) NO RESIDENCE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO PRIVATE WATER AND WASTEWATER SYSTEMS AS APPROVED BY THE GOVERNING HEALTH OFFICIAL.
- 5) ALL INTERNAL STREETS ARE PRIVATE STREETS TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. SEE DOCUMENT No. 2000089125, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, IF THE HOMEOWNERS ASSOCIATION FAILS TO PERFORM THE MAINTENANCE RESPONSIBILITIES, THE MAINTENANCE FALLS TO THE LOT OWNERS WHO USE THE PRIVATE STREETS.
- 6) NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT EXCEPT AS APPROVED BY TRAVIS COUNTY.
- 7) DEVELOPMENT WHICH EXCEEDS 20 % IMPERVIOUS COVER, WHEN CALCULATED AGAINST THE TOTAL PROPERTY, SHALL CONTROL THE INCREASED STORMWATER.
- 8) L.C.P.A. DEVELOPMENT PERMITS ARE REQUIRED FOR ALL CONSTRUCTION IN THIS SUBDIVISION.
- 9) ALL DRIVEWAY CULVERTS SHALL BE A MINIMUM OF 18 INCHES IN DIAMETER.
- 10) ACCESS FOR LOTS 18, 17, 18 AND 19 IS RESTRICTED TO A SINGLE DRIVEWAY WITHIN THE JOINT ACCESS EASEMENT AS SHOWN HEREON. SEE DOCUMENT No. 2000089125, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
- 11) THERE IS A 15 FOOT PUBLIC UTILITY EASEMENT ALONG THE FRONT OF ALL LOTS FRONTING ON RIVERCLIFF DRIVE.
- 12) BENCH MARK - COTTON SPINDLE IN 12" OAK TREE AT S.E. CORNER OF LOT 15 ON NORTH SIDE RIVERCLIFF DRIVE, ELEV. - 787.82'
- 13) LOT 15 IS RESTRICTED TO NON-RESIDENTIAL USE FOR THE PASSIVE RECREATIONAL USE OF THE OWNER OF LOT 15 AND SUCH OWNER'S ASSIGNS AND IS SUBJECT TO A PRIVATE RECREATIONAL AND DRAINAGE EASEMENT. NO HABITABLE STRUCTURES SHALL BE PERMITTED ON LOT 15.



LENZ & ASSOCIATES, INC.

(512) 443-1174
4303 RUSSELL DRIVE
AUSTIN, TEXAS 78704



NOTICE OF PUBLIC HEARING

MARCH 6, 2012, AT 9:00 AM

**REVISED PLAT OF LOT 1 RIVERCLIFF SEC
2 PH A AND LOT 19 REPLAT OF LOTS 15-19
RIVERCLIFF SUBDIVISION PRECINCT 3**

**AT THE TRAVIS COUNTY
COMMISSIONERS COURTROOM
314 WEST 11th STREET
(FIRST FLOOR), AUSTIN**

FOR MORE INFORMATION, CALL: 854-7563

CODE: _____



RECEIVED

TNR

TRANSPORTATION AND NATURAL RESOURCES

STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE
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**

*A public notice of a revised final plat sign was posted on Feb 13, 2012,
at a point as near as practical to the area being revised, and was also posted at the Travis
County Courthouse.*

CERTIFIED THIS THE 14 DAY OF Feb, 2012.

SIGNATURE: Jaime Garcia

NAME (PRINT): Jaime Garcia

TITLE: TNR/RFB Supervisor



Travis County Commissioners Court Agenda Request

Meeting Date: March 6, 2012

Prepared By:

Amy Lambert, R.A., LEED-AP, Project Manager, FMD Phone #: 854-6409

Director/Manager: Roger A. El Khoury, M.S., P.E., Director, FMD

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

Sponsoring Court Members: County Judge Samuel T. Biscoe

AGENDA LANGUAGE: Consider and take appropriate action on schematic design for the Phase 1 landscape improvements at the Heman Marion Sweatt Courthouse.

BACKGROUND/SUMMARY OF REQUEST:

On August 2, 2011, Facilities Management Department recommended that Commissioners Court authorize a project to address deteriorated landscape conditions and exterior cleaning at the Heman Marion Sweatt Courthouse.

In November 2011, Travis County procured the services of TBG Partners, Inc., a landscape architecture and design firm based in Austin, to design and supervise construction of a new landscape plan for the Heman Marion Sweatt Travis County Courthouse at 1000 Guadalupe Street. Because of the historic nature of the site, the Texas Historical Commission is involved in the regulatory oversight of this effort.

The project scope and design parameters include new irrigation, new lighting for the building and grounds, new plantings and sod, tree evaluation and maintenance, and drainage treatment. The scope also includes a Cultural Landscape Narrative to describe the history of the site and therefore be a basis for the new landscape design.

Project assumptions reflect that the existing Judges parking lot would not be included in the scope of work, and that the landscape improvements proposed would be in place until a full restoration of the Heman Marion Sweatt Courthouse could take place, projected for 2025 or beyond. Phase 1 is the landscape improvement proposed for implementation this year. Phase 2 is the future landscape improvement after the Courthouse restoration.

TBG has now completed a Cultural Landscape Narrative and a Phase 1 Schematic Design plan, along with three conceptual options for Phase 2, attached, which are being presented to the Commissioners Court for discussion and direction.

The Phase 1 Schematic Design plan addresses all project scope requirements and concerns. The landscape design encompasses two different eras (i.e. historic restoration reference dates), 1931 and 1958, in a way that enhances existing conditions without imposing an entirely different design on the site. The main east entry of the building has not changed much since 1931, so that era is appropriate for this primary feature. The existing curved sidewalk will be maintained and side plantings will be incorporated that reflect the 1931 design of that portion of the site. At the north and south portions of the building, the areas will respond to the 1958 footprint of the building expansion. Retaining walls will be built to transition the strong grade changes and a visually discreet, perimeter drainage system around the edge of the building will be incorporated to protect the building from splashed soil.

The Phase 1 Schematic Plan design responds mostly to existing conditions, while addressing the main issues of drainage, erosion control, plantings, tree care and lighting. The Phase 1 design direction acknowledges the two most important restoration eras for the building, without prioritizing one over the other and therefore does not limit the further future discussion of building restoration dates during the preparation of the Historic Courthouse Preservation Master Plan.

The three options for Phase 2 show illustrations for a possible range of design strategies which could occur in the future on the west side of the Courthouse, in coordination with the historic restoration of the Courthouse and the expansion of the Criminal Justice Center, to create an enhanced civic outdoor space linking these important civic buildings with each other and the historic Wooldridge Square Park, and restoring the civic presence of the historic Courthouse within the changing context of the surrounding site.

STAFF RECOMMENDATIONS:

Facilities Management Department recommends that the Commissioners Court approve the proposed Phase 1 Schematic Design concepts as proposed by TBG Partners, Inc.

ISSUES AND OPPORTUNITIES:

The Commissioners Court may either:

- A. Approve the Phase 1 Schematic Design plan as presented; or
- B. Approve the Phase 1 Schematic Design and direct that the landscape design include a bid alternate for conversion of a portion of the Judges parking lot flanking the primary Courthouse entry into a landscaped area.

Conversion of part of the judges parking lot flanking the primary Courthouse entry to a landscaped area would balance the design symmetry of this area. Four parking spaces would need to be reassigned nearby. The rest of the judges parking lot would be converted to landscaped area in the future, consistent with the historic site plan and the Central Campus Master Plan.

FISCAL IMPACT AND SOURCE OF FUNDING:

The project is currently funded in the Facilities Management budget.

ATTACHMENTS/EXHIBITS:

- 1. Power point presentation
- 2. Cultural Landscape Narrative for Heman Marion Sweatt Courthouse site
- 3. Phase 1 Era Diagram (11x17 format)
- 4. Phase 1 Schematic Plan (11x17 format)
- 5. Three Conceptual Plans for future Phase 2 (11x17 format)

REQUIRED AUTHORIZATIONS:

N/A

CC:

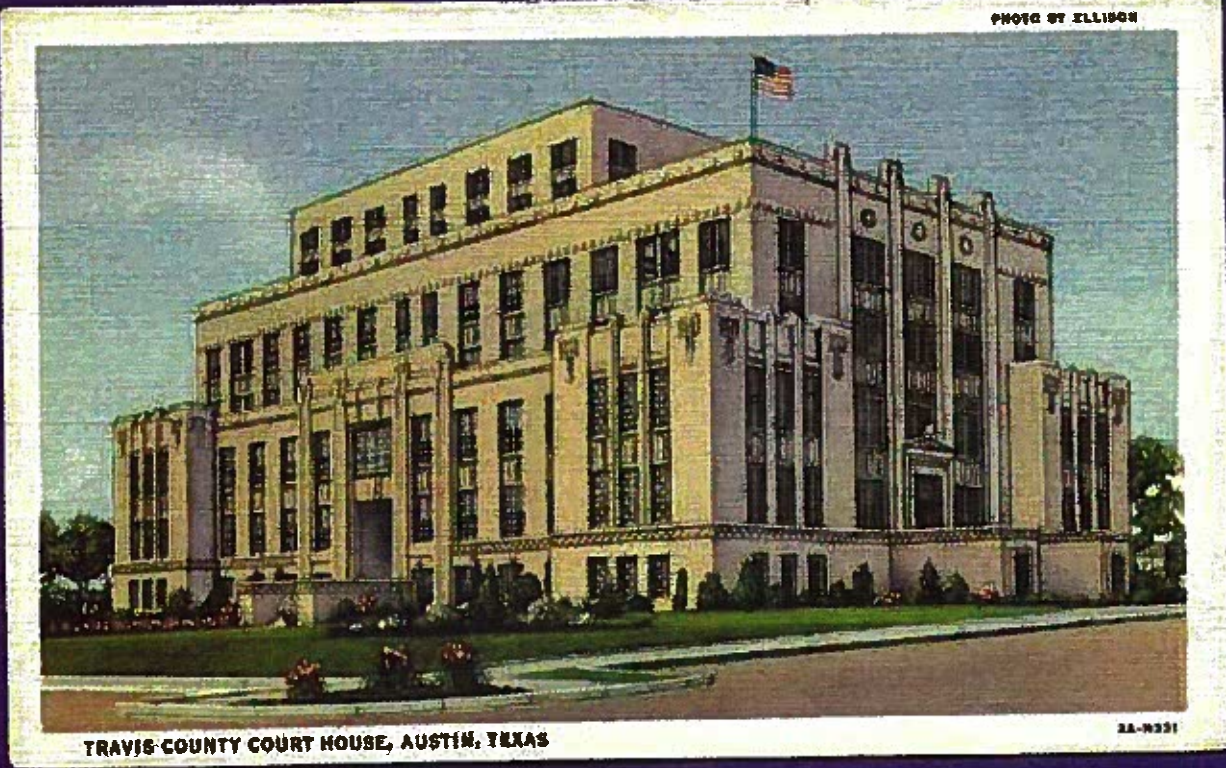
- The Honorable John K. Dietz, 250th District Court
- The Honorable Lora J. Livingston, 353rd District Court
- The Honorable Scott H. Jenkins, 53rd District Court
- The Honorable Rhonda Hurley, 98th District Court
- The Honorable Darlene Byrne, 126th District Court
- The Honorable Gisela Triana, 200th District Court
- The Honorable Amy Clark Meachum, 201st District Court
- The Honorable Stephen Yelenosky, 345th District Court
- The Honorable Tim Sulak, 353rd District Court

The Honorable Orlinda Naranjo, 419th District Court
The Honorable J. David Phillips, County Court-at-Law #1
The Honorable Eric Shepperd, County Court-at-Law #2
The Honorable Guy Herman, Probate Court
The Honorable Herb Evans, Justice of the Peace, Precinct 5
The Honorable Amalia Rodriguez-Mendoza, District Clerk
The Honorable Dana DeBeauvoir, County Clerk
Peg Liedtke, Civil Court Administrator
Leslie Stricklan, Senior Project Manager, FMD

9520 – Facilities - 0101

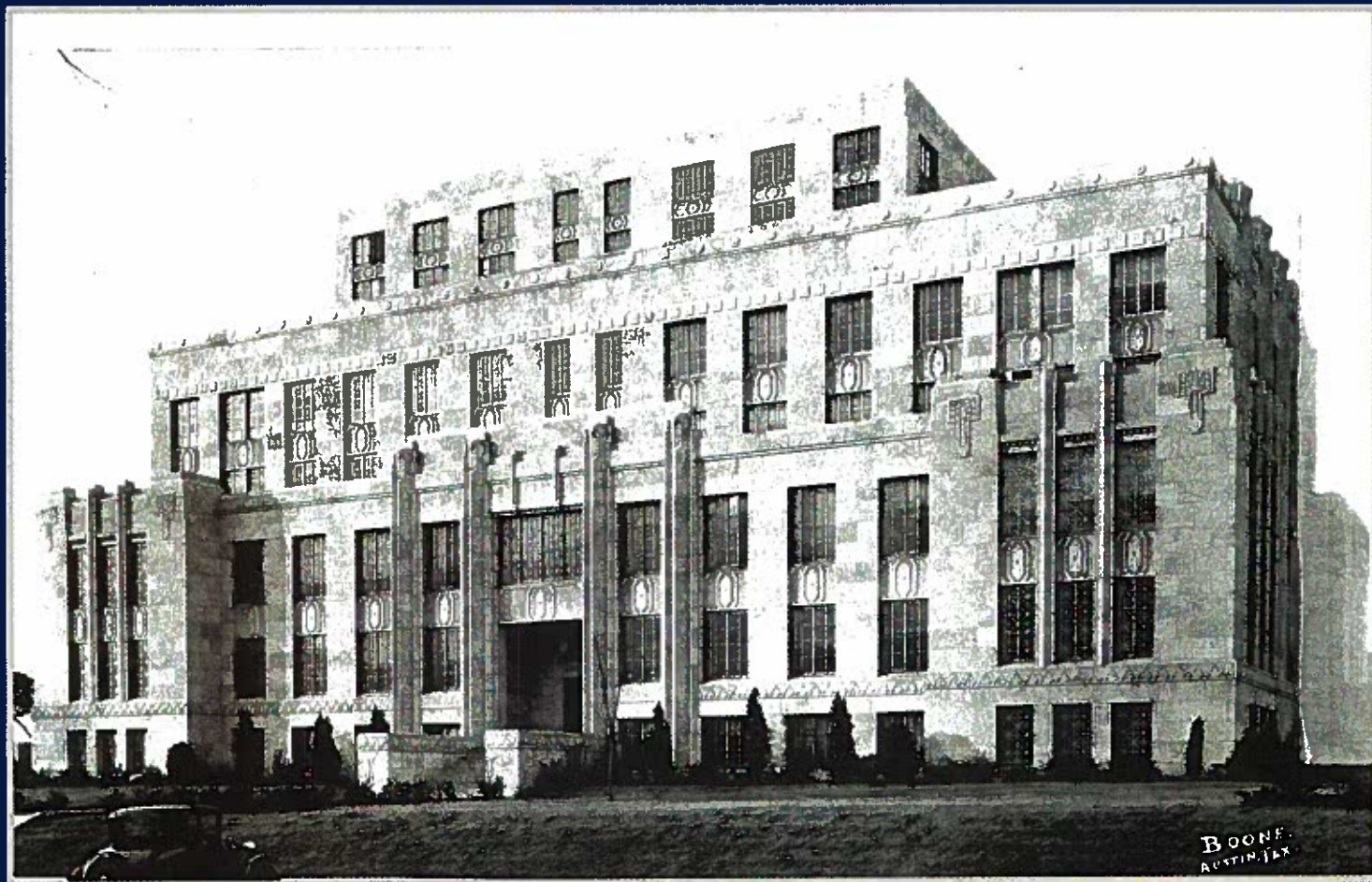
T B G

WEST ELEVENTH STREET



HEMAN MARION SWEATT TRAVIS COUNTY COURTHOUSE

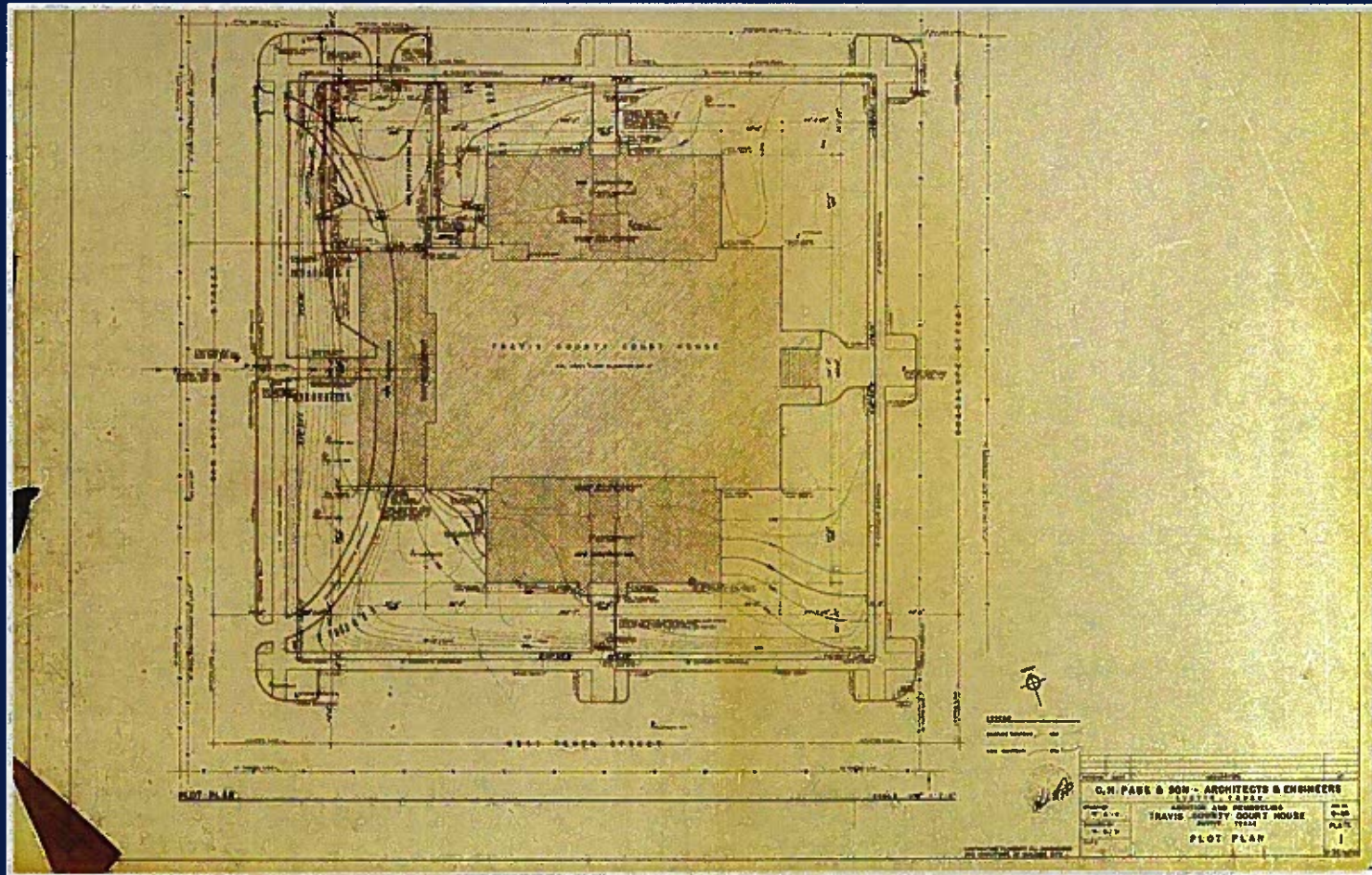
T. M. SWEATT



- Prepared by County Engineer J.G. Morgan, the courthouses landscape plan was consistent with the building's modern style and included strong geometric forms using many evergreen plant materials.



- The strong vertical lines of the cypress trees provide scale, character and a sense of order in the landscape, shown here in 1941 with plantings that had matured over the past decade.



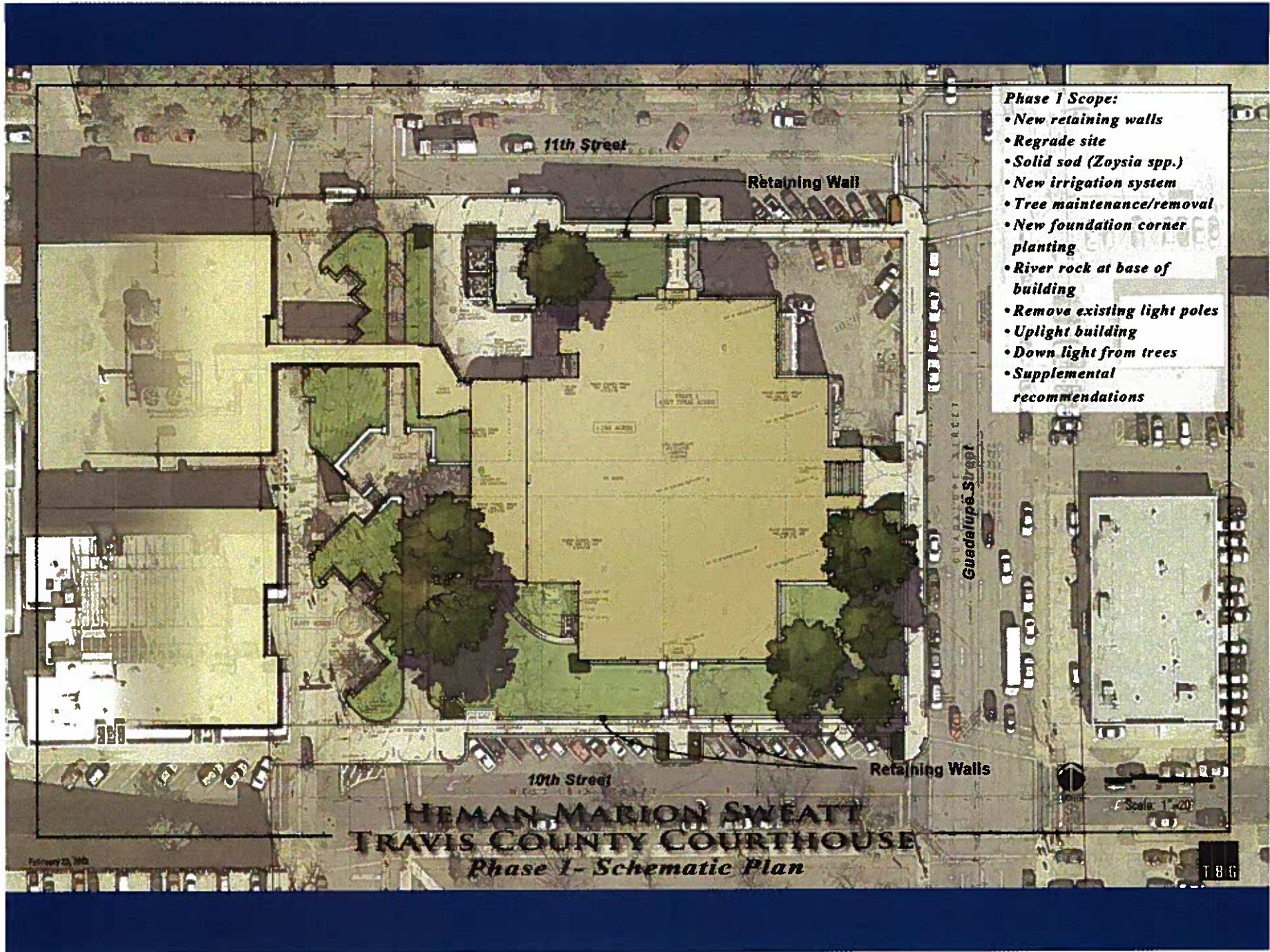
- A 1958 renovation guided the landscape in the City Beautiful Movement, characterized by the removal of most of the sculptural, formal plant materials.



- A rendering from 1956 showcases the courthouse's first expansion and remodeling, which introduced a more park-like setting on the landscape grounds.



- This image, circa 1959, displays alterations made during the renovation the previous year; planting is minimal with planting beds ordered with heavy tree canopies.



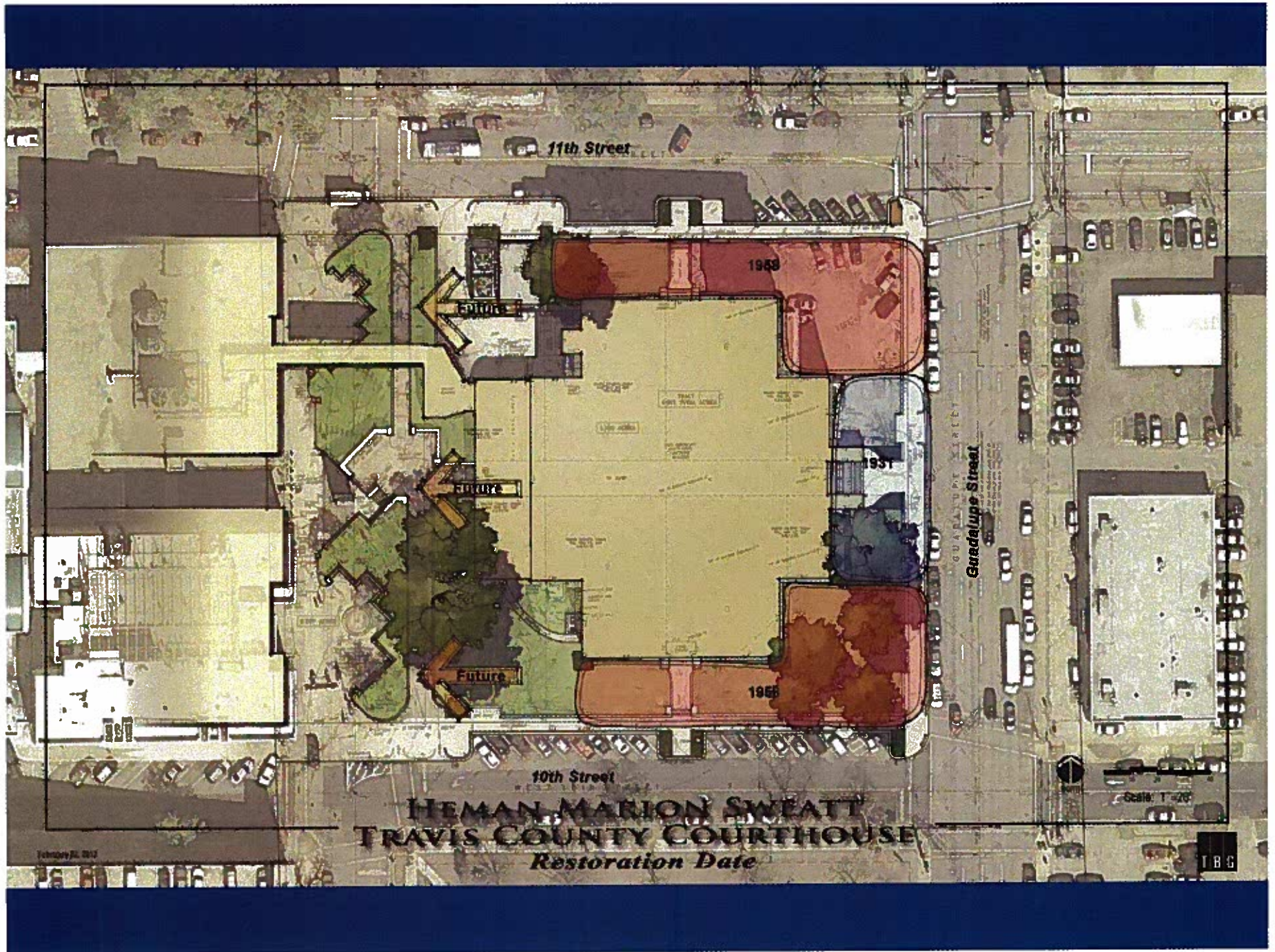
- Phase 1 Scope:**
- New retaining walls
 - Regrade site
 - Solid sod (*Zoysia* spp.)
 - New irrigation system
 - Tree maintenance/removal
 - New foundation corner planting
 - River rock at base of building
 - Remove existing light poles
 - Uplight building
 - Down light from trees
 - Supplemental recommendations

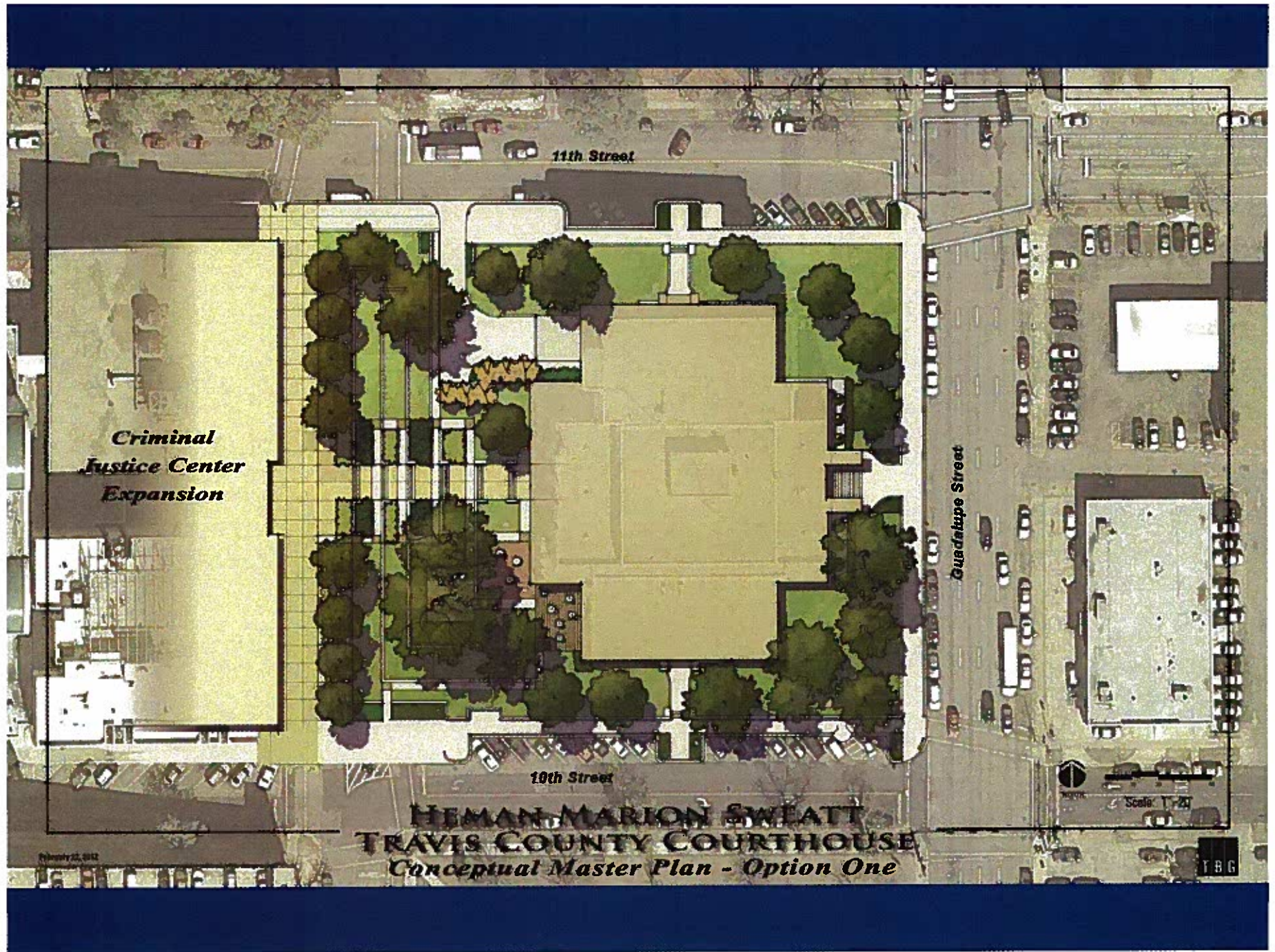
**HEMAN MARION SWEATT
TRAVIS COUNTY COURTHOUSE**
Phase 1 - Schematic Plan

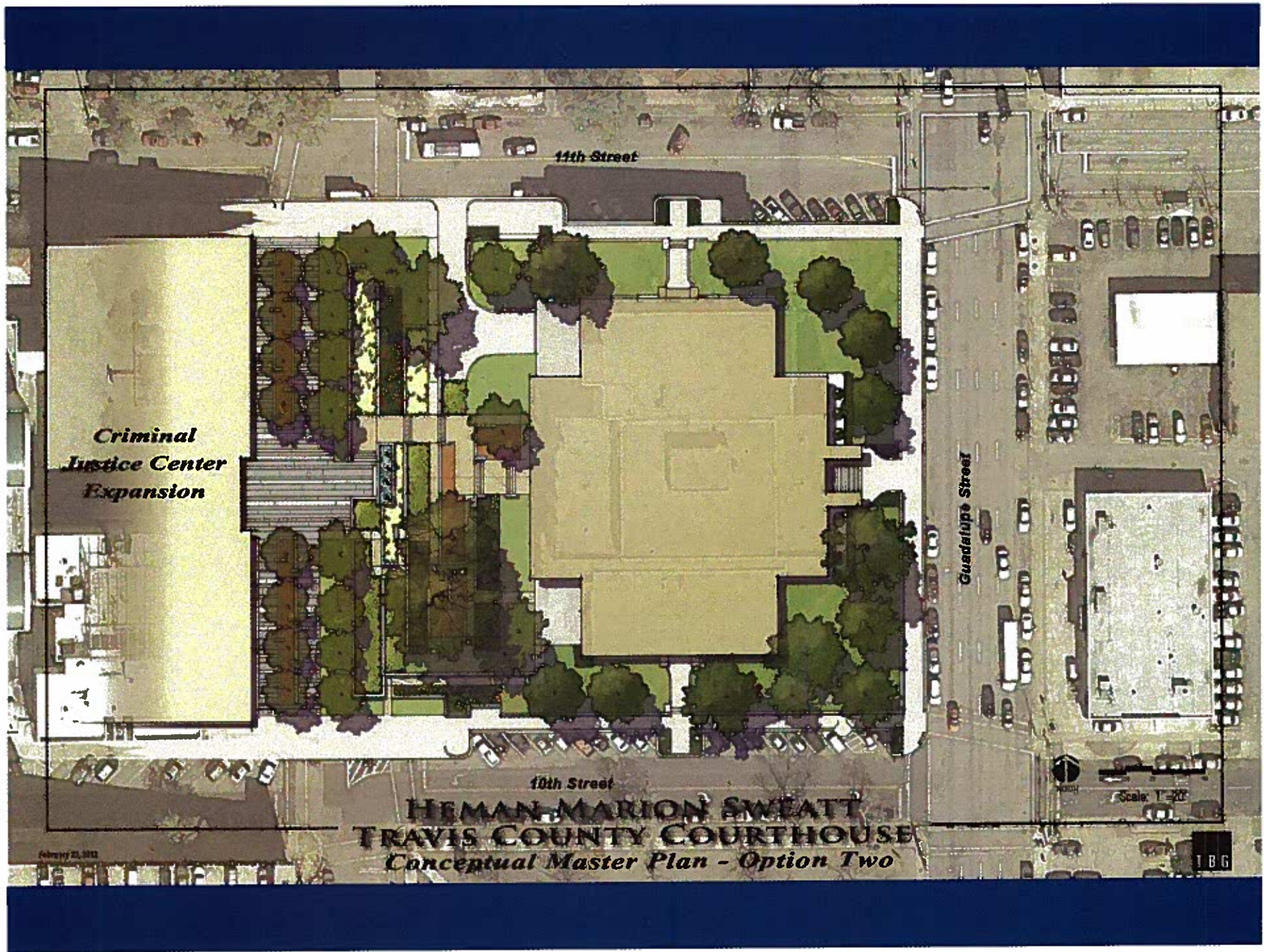
February 23, 2012

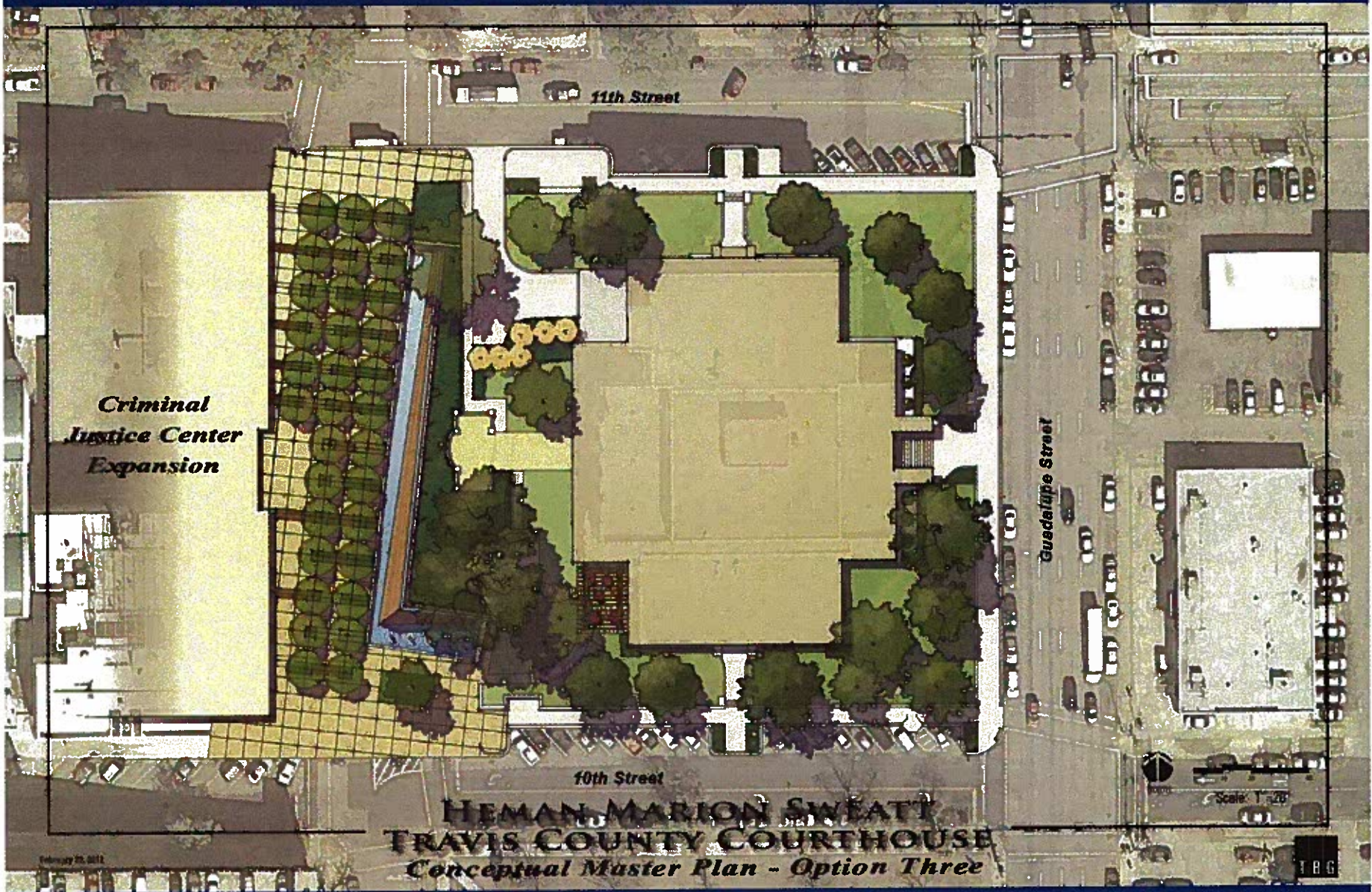
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T B G









**Criminal
Justice Center
Expansion**

11th Street

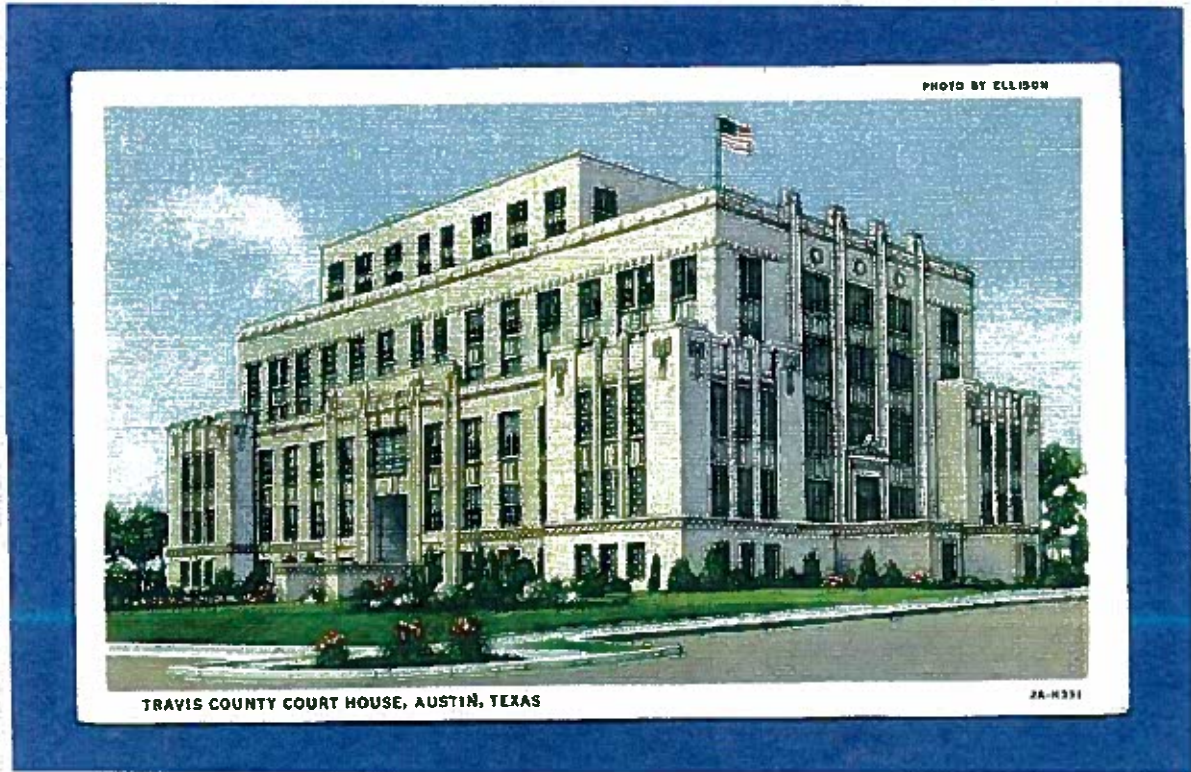
Guadalupe Street

10th Street

**HEMAN MARION SWEATT
TRAVIS COUNTY COURTHOUSE**
Conceptual Master Plan - Option Three

Scale: 1"=20'





HEMAN MARION SWEATT TRAVIS COUNTY COURTHOUSE

CULTURAL LANDSCAPE NARRATIVE

February 17, 2012

OBJECTIVE

In the spring of 2009 Travis County started the process to generate a needs assessment and physical plan for their Central Campus in Downtown Austin. The Travis County Central Campus 2010-2035 Study was divided into two phases. Phase One is a Needs Assessment and Phase Two is the Facilities Master Plan that will provide a phased strategy for meeting the needs identified in the Needs Analysis.

This cultural landscape narrative for the Heman Marion Sweatt Travis County Courthouse will guide the design team as a preservation plan for landscape and sitework improvements provided by TBG Partners. The 1958 period of significance for this report was determined by the major expansion and remodeling that occurred at the courthouse starting in 1955. This cultural landscape narrative relies on the information gathered in a historic structures report by Limbacher & Godfrey Architects in 2010 as part of the Travis County Central Campus Facilities Master Plan.

HISTORY

The Travis County Courthouse, which became Heman Marion Sweatt Travis County Courthouse in 2005, was originally constructed in 1930 by H.E. Wattinger Contractors. It is the third courthouse building in Travis county. The site for the courthouse was selected adjacent to Wooldridge Square, one of the 4 original town squares in Austin, and was designed by Page Brothers Architects in a modern style divergent from courthouse styles of the past. The topography of the site was modified so that the courthouse sat atop a gently sloped pedestal earth form at the center of the site. The architectural style, Art Deco or Moderne, was defined during the design exposition held in Paris in 1925, The Exposition des Arts Decoratifs et Industrielles Modernes. The architectural style of the courthouse is characterized by the use of simple forms with decorative elements emphasizing an overall vertical composition arranged to draw the eye upwards.¹ The Paris exhibition exuded an imagery of opulence and luxury, albeit in Machine Age terms and on a compact scale in keeping with the economic realities of the times."²

1 Limbacher & Godfrey, *Historic Structures Report*, August 2010, p.8.

2 Elizabeth Barlow Rogers, *Landscape Design A Cultural and Architectural History* (New York: Abrams Books, 2001), p. 436.



Photo courtesy of the Austin History Center, C7830, (1931-) PICA 04671

The landscape architect, J. L. Gubbels, of Gubbels Landscape Architects might have been influenced by the design trends during the time of construction of the new courthouse, but we don't know how much of his design was actually implemented. His proposal for the landscape and site improvement work included the installation of stone faced landscape walls, concrete sidewalks, turf grass and about 350 shrubs in the amount of \$20, 257. However, under the direction of a newly elected County Judge and Commissioners Court, a new landscape plan was prepared by County Engineer J.G. Morgan. The new plan saved \$7,000 and while there are no known drawings or itemized proposal for the Morgan plan, it can be assumed that the plan was much simplified from the Gubbels plan.³ The landscape design that was installed in 1930 was consistent with the modern style of the building with strong geometric forms using many evergreen plant materials. In the ceremonial public space that the courthouse provides, "humans tend to shape the environment with rational geometry" and the strong vertical lines of the cypress trees give a sense of "power and control" in the landscape.⁴

3 Limbacher & Godfrey, *Historic Structures Report*, August 2010, p.14.

4 D.W. Meinig, *The Beholding Eye: Ten Versions of the Same Scene* (New York: Oxford University Press, 1979)

In 1955, the Court considered enlarging, air conditioning and remodeling the courthouse. They enlisted C.H. Page & Son, Architects & Engineers, the successor firm to Page Brothers Architects.⁵ Bonds were sold over the course of almost one year and plans were issued to bidders in early 1958. Renovation work began in April and was completed in about a year.

1958 is the period of significance for this report because the architectural style shifted and the landscape was impacted greatly. The telescoping vertical form of the courthouse became much wider with a sprawling base and three story additions to the north and south faces of the building. The modernist architectural movement of the courthouse's original construction transitioned into the Post Moderne architecture style that was prominent from the 1950's to 1970's. Two levels were added to the west side of the courthouse and a porte cochere was added. The existing driveway was removed and a new drive was added along with a new paved parking area. The new parking area was accessed from West Eleventh Street and had a perimeter retaining wall.

5 Limbacher & Godfrey, Historic Structures Report, August 2010, p.29.



Photo courtesy of the Austin History Center, (1941)

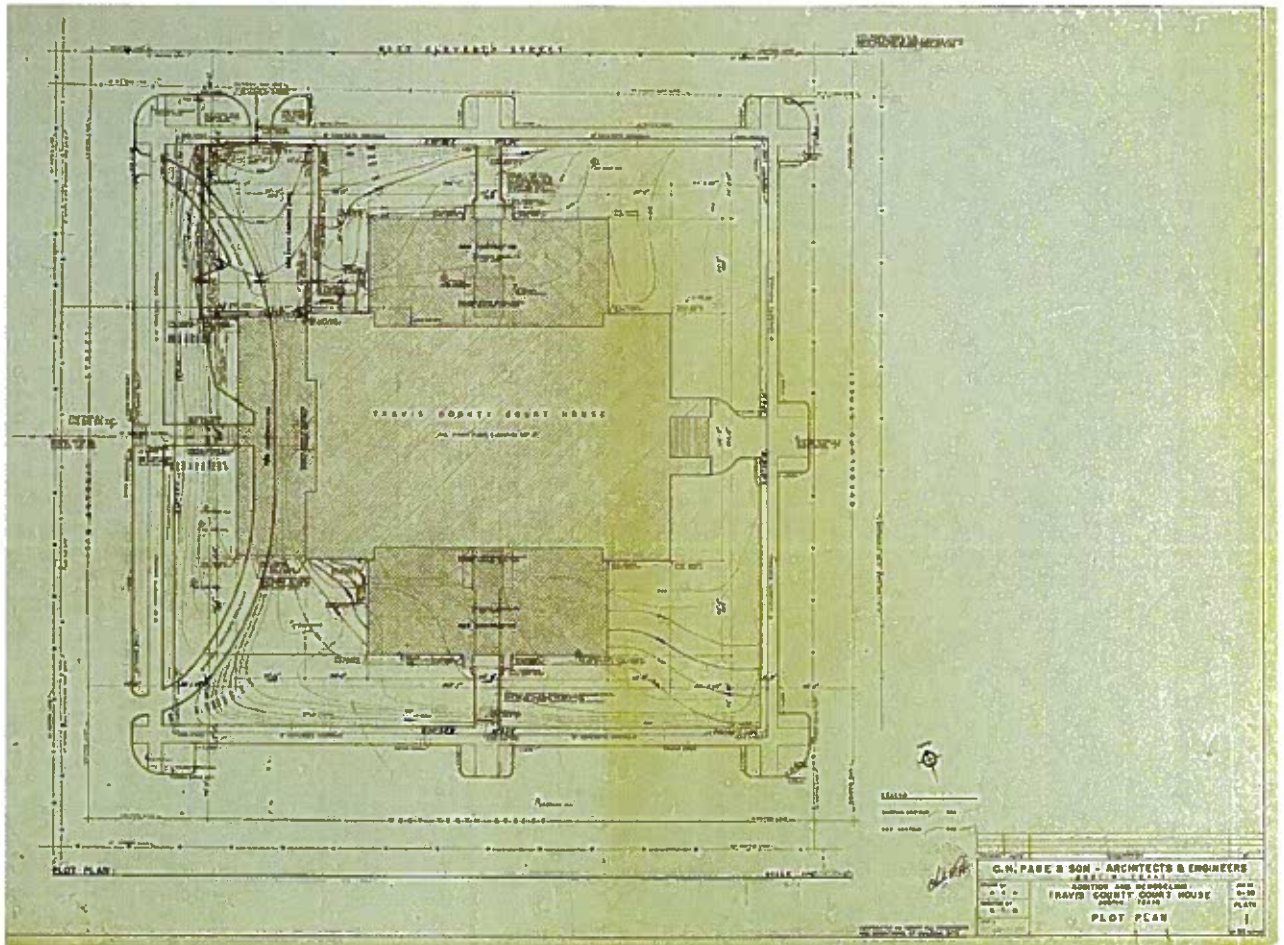


Photo courtesy of the Austin History Center, 1958 drawing by C.H. Page & Son Architects and Engineers

There is very little information about the landscape modifications that occurred at the 1958 renovation. However, with the addition of the porte cochere and the removal of most of the sculptural, formal plant materials, it can be inferred that the courthouse landscape took on a style more consistent with the City Beautiful Movement. The courthouse's edges were softened by shrub mounds. However, minimal plant materials were added after the renovation which is consistent with the Post Moderne architectural style.



Photo courtesy of Limbacher&Godfrey- Architect's rendering of the first expansion and remodeling of the courthouse prepared by C.H. Page& Son, Austin American, November 11, 1956

GOALS

TBG's plan for landscape improvements at the Heman Marion Sweatt Travis County Courthouse proposes to restore the grounds, to the greatest extent possible, to the time period that reflects the 1958 renovation of the courthouse building while also incorporating some landscape elements present when the courthouse opened in 1931. The landscape style will blend the City Beautiful Movement (for the majority of the grounds), an approach defined by structured, formal and park-like aesthetics with the Art Deco/Moderne style that remained in 1958 from the original construction in 1931.



Photo courtesy of the Austin History Center, (1959), PICA 25400

Specific modifications proposed for the landscape improvements will include removing shrubs along the foundation of the courthouse. The addition of a gravel band along the building edge will clean up the perimeter and allow for easier maintenance. Structural hedges will be removed and trees will be pruned for optimal health and appearance. Minimal planting will be added to disturbed areas to provide a simple, clean aesthetic. Short retaining walls will be added on 3 corners of the site to hold up the steep slope at the perimeter sidewalk. Planting in the area called 1931 district will be more formal and in line with the landscape style of 1931. Italian Cypress trees or Arborvitae provide the vertical formality consistent with the original courthouse landscape. The 1958 district contains the areas developed in the 1958 renovation. Sea Green Juniper softens the corners. Other planting is minimal similar to the landscape after the 1958 renovation and consistent with a Post Moderne architecture style. Also consistent with the City Beautiful movement, planting beds are ordered with heavy tree canopies.

11th Street

Guadalupe Street

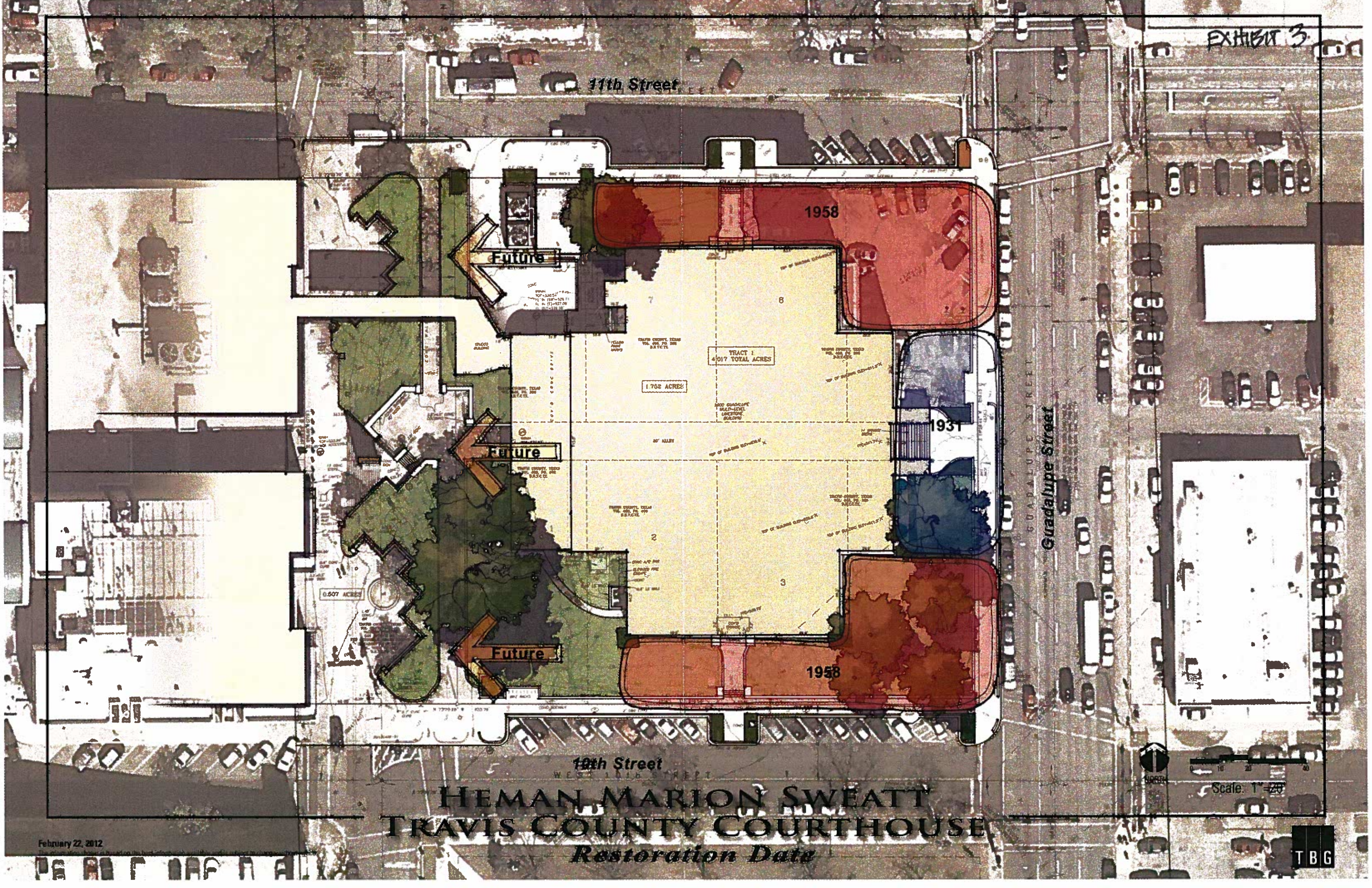
10th Street

HEMAN, MARION SWEATT TRAVIS COUNTY COURTHOUSE *Restoration Date*

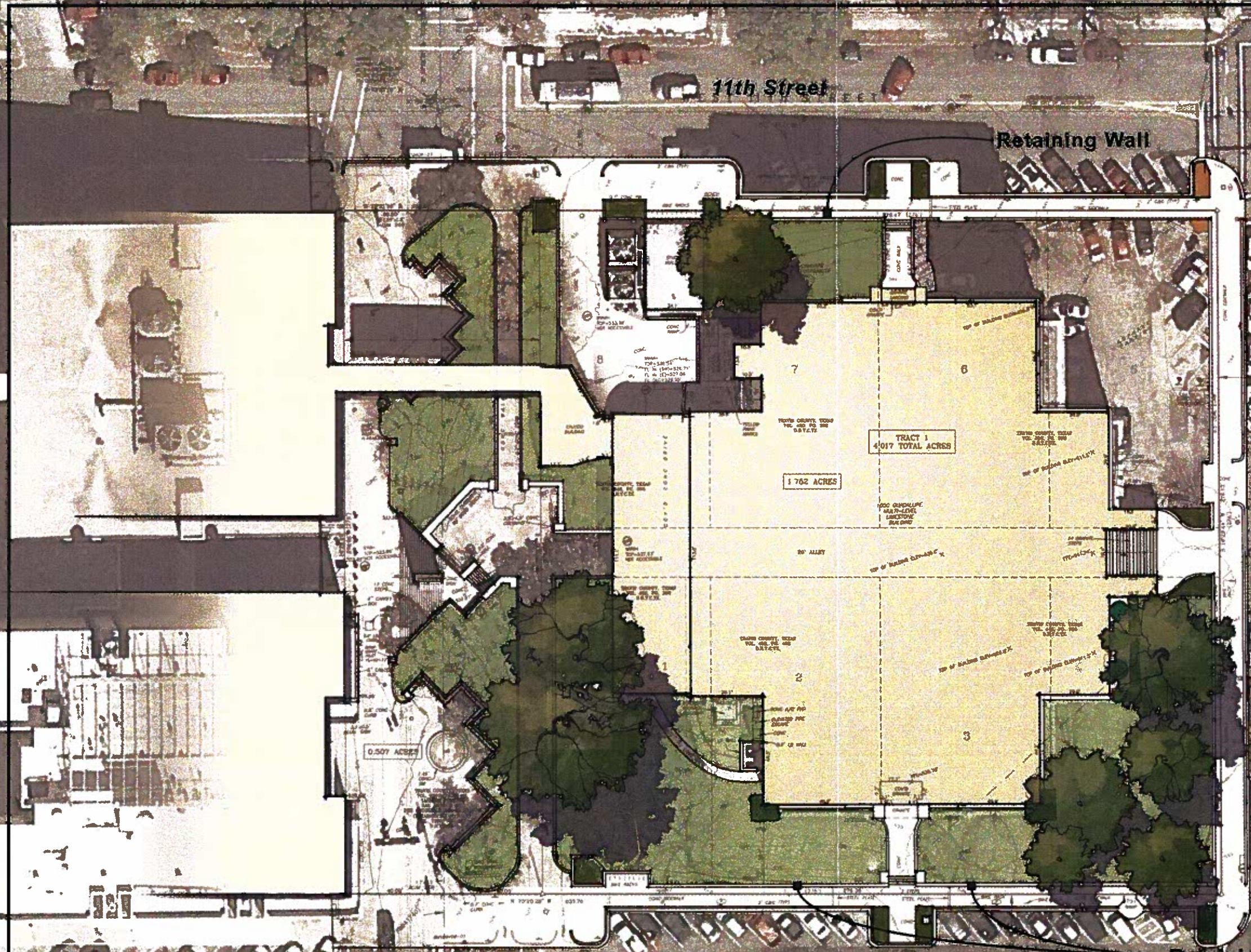
February 22, 2012



Scale: 1" = 20'



- Phase 1 Scope:**
- New retaining walls
 - Regrade site
 - Solid sod (*Zoysia spp.*)
 - New irrigation system
 - Tree maintenance/removal
 - New foundation corner planting
 - River rock at base of building
 - Remove existing light poles
 - Uplight building
 - Down light from trees
 - Supplemental recommendations



**HEMAN, MARION SWEATT
TRAVIS COUNTY COURTHOUSE
Phase I - Schematic Plan**

11th Street

Guadalupe Street

10th Street

*Criminal
Justice Center
Expansion*

**HEMAN MARION SWEATT
TRAVIS COUNTY COURTHOUSE**
Conceptual Master Plan - Option One



11th Street

Guadalupe Street

10th Street

*Criminal
Justice Center
Expansion*

**HEMAN MARION SWEATT
TRAVIS COUNTY COURTHOUSE**
Conceptual Master Plan - Option Two



Scale: 1" = 40'

11th Street

Guadalupe Street

11th Street

*Criminal
Justice Center
Expansion*

**HEMAN MARION SWEATT
TRAVIS COUNTY COURTHOUSE**
Conceptual Master Plan - Option Three





Travis County Commissioners Court Agenda Request

Meeting Date: 3/6/12

Prepared By/Phone Number: Anna Bowlin Division Director, Development Service
Phone #: 854-7561

Division Director/Manager:  Steven M. Manilla, P.E., County Executive - TNR

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

Sponsoring Court Member: County Judge Sam Biscoe

AGENDA LANGUAGE: Consider and take appropriate action on proposed amendments to Chapter 82, Travis County Code, establishing water availability rules for subdivisions.

BACKGROUND/SUMMARY OF REQUEST:

On January 31, 2012, the Commissioners Court adopted proposed amendments to Chapter 82, Travis County Code, establishing water availability rules for subdivisions. Section 82.216(b) currently requires that development intensity in residential subdivisions supplied by a centralized groundwater system be at least three acres in size "and" the total number of lots shall not exceed the number of acres in the subdivision divided by four. The word "and" is a typo and should be replaced with "or".

STAFF RECOMMENDATIONS:

In reviewing our notes, staff realized that the word "and" is supposed to be "or". Staff recommends approval of this item.

ISSUES AND OPPORTUNITIES:

None

FISCAL IMPACT AND SOURCE OF FUNDING:

None

ATTACHMENTS/EXHIBITS:

Order Amending Section 82.216(b) of the Travis County Code

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Jon White	r	TNR	854-7212
Thomas Weber	Environmental Quality Program Manager	TNR	854-4629
Tom Nuckols	Assistant County Attorney	County Attorney's Office	854-9262

CC:

SM:AB:mh

1101 - Development Services - Groundwater Availability Rules typ

**ORDER AMENDING SECTION 82.216(b)
OF THE TRAVIS COUNTY CODE**

WHEREAS, pursuant to its authority under §35.019 of the Water Code and §§232.003, 232.0032, and 232.101 and Chapter 573 of the Local Government Code, Travis County adopted rules on January 31, 2012, to manage, protect, and preserve local groundwater to ensure an adequate, reliable, and drought-resistant supply of water for residential homes, fire protection, and similar public uses; and

WHEREAS, since adopting the amendments, scrivener's errors have been brought to the attention of the Commissioners Court regarding Section 82.216(b) of the Travis County Code;

NOW, THEREFORE:

The Travis County Commissioners Court hereby corrects the scrivener's errors and amends Section 82.216 of the Travis County Code by deleting Subsection (b) of Section 82.216 in its entirety and replacing it with the following new Subsection (b) to read as follows:

(b) Development intensity in a residential subdivision supplied by groundwater from the Trinity or Edwards aquifers shall comply with this subsection in lieu of Subsection (a).

- (1) In subdivisions supplied by individual wells on lots, all residential lots shall be at least five acres in size.
- (2) In subdivisions supplied by a centralized groundwater system:
 - (A) all lots shall be at least three acres in size; or
 - (B) the total number of lots shall not exceed the number of acres in the subdivision divided by four.

This amendment to Section 82.216 shall be effective immediately upon adoption of this Order.

Date of Order: _____

TRAVIS COUNTY COMMISSIONERS COURT

Samuel T. Biscoe, County Judge

Ron Davis
Commissioner, Precinct 1

Sarah Eckhardt
Commissioner, Precinct 2

Karen Huber
Commissioner, Precinct 3

Margaret Gómez
Commissioner, Precinct 4



Travis County Commissioners Court Agenda Request

Meeting Date: March 6, 2012

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:

Consider and Take Appropriate Action on Request from Ending Community Homeless Coalition, Inc. (ECHO) for Space in a County Facility to Provide of Social Services to Residents.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

During ECHO's 2011 Homeless Count, there were more than 2,357 homeless people in Travis County most of who also need access to basic needs services. Travis County currently operates direct service emergency assistance to qualified residents at its Palm Square location at 100 North IH-35. ECHO has requested space at this location in order to provide social services to clients who may also be able to take advantage of County services.

STAFF RECOMMENDATIONS:

Staff recommends approval of the proposed Contract that would grant space to ECHO consistent with the Court's commitment to ending homelessness and its longstanding effort to mitigate the effects of poverty in Travis County.

ISSUES AND OPPORTUNITIES:

ECHO of Austin/Travis County is committed to ending homelessness. Assisting this organization with space at one of the County's central location will allow ECHO to maintain an access point for those in desperate need of services, in addition to strengthening the County's ongoing relationship with ECHO and our other community partners.

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:

Approving this request will not increase the County Budget.

REQUIRED AUTHORIZATIONS:

Mary Etta Gerhardt

Cyd Grimes

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.

SOCIAL SERVICES CONTRACT

BETWEEN

TRAVIS COUNTY

AND

**ENDING COMMUNITY HOMELESS COALITION, INC.
(ECHO)**

FOR

SOCIAL SERVICES

CONTRACT NO. PS120147SH



Travis County Purchasing Office

**CONTRACT FOR
SOCIAL SERVICES
BETWEEN TRAVIS COUNTY AND
ENDING COMMUNITY HOMELESS COALITION (ECHO)**

I. PARTIES

This Contract ("Contract")
is entered into by the following Parties:

Travis County, a political subdivision of Texas ("County") and
Ending Community Homeless Coalition, Inc. ("ECHO") ("Contractor")

II. RECITALS

County has the authority to provide for the care of indigents and other qualified recipients (TEX. LOC. GOV'T. CODE, Section 81.027, and other statutes); and County has the authority to provide for public health education and information services (TEX. HEALTH AND SAFETY CODE, Chapters 121 and 122, and other statutes); and provision of the above services constitutes a public purpose.

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

Commissioners Court of County may exempt personal and professional services from complying with the competitive procurement process under TEX. LOCAL GOVERNMENT CODE ANN., § 262 et seq. and has issued or hereby issues such an order of exemption for the services provided under the terms of this Contract.

Pursuant to the terms of this Contract, Contractor will provide personal and professional services for the care of indigents and other qualified recipients and/or for public health education and information, thus providing services which will further the achievement of a public purpose.

NOW, THEREFORE, in consideration of these agreements, covenants, and payments, the amount and sufficiency of which are acknowledged, County and Contractor agree to the terms and conditions stated in this Contract.

III. DEFINITIONS

1.0 In this Contract,

- 1.1 "CAN" means the Community Action Network.
- 1.2 "Commissioners Court" means the Travis County Commissioners Court.
- 1.3 "Contract Funds" means all funds paid by County to Contractor pursuant to Sections 6.0 - 8.0, and other applicable provisions of this Contract.
- 1.4 "Contract Term" means the Initial Term and/or any Renewal Term, or any other period of time designated in writing as a Contract Term by the Parties.
- 1.5 "County Auditor" means Susan Spataro, the Travis County Auditor, or her successor.

1.6 "County Department," "Department" and/or "TCHHSVS" mean the office of Travis County Health, Human Services and Veterans' Services.

1.7 "County Purchasing Agent" means Cyd Grimes, the Travis County Purchasing Agent, or her successor.

1.8 "Day(s)" means calendar day(s), unless otherwise specifically noted in any individual provision.

1.9 "Eligible Client" means a person who is:

(a) a person in a particular program as designated by County who meets any specific eligibility criteria described in this Contract.

AND

(b) a person who meets statutory and/or Contract requirements necessary to receive services under this Contract.

1.10 "County Executive" means Sherri Fleming, County Executive of Travis County Health, Human Services and Veterans' Services, or her successor or designated representative.

1.11 "Fiscal Year" means the County Fiscal Year, which is that twelve-month time period between any October 1 and the next following September 30.

1.12 "Is doing business" and "has done business" mean:

1.12.1 Paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or

1.12.2 Loaning or receiving a loan of money, or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;

1.12.3 but does not include:

1.12.3.1 Any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.

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

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

1.13 "Key Contracting Person" means any person or business listed in Exhibit A to the Affidavit attached to this Contract and marked Attachment J.

1.14 "Parties" and "Party" means the County and/or Contractor.

1.15 "Poverty Income Guidelines" means the guidelines established by the United States Office of Health and Human Services for the current Fiscal Year of the federal government.

1.17 "Reimbursable," "Allowable," or "Authorized Costs" means those amounts authorized to be paid by County to Contractor under the terms of this Contract with Contract Funds.

1.18 "Subcontract" means any agreement between Contractor and another party to fulfill, either directly or indirectly, any of the requirements of this Contract, in whole or in part.

1.19 "Subcontractor" means any party providing services required or allowed under this Contract to an Eligible Client or to Contractor under an agreement between Contractor and that party, including contractor(s), subcontractor(s), and other subrecipient(s) of Contractor, and any party or parties providing services for Contractor which will be paid for using Contract Funds committed by County to be paid to Contractor under this Contract.

IV. KEY PROVISIONS

2.0 CONTRACT TERM

2.1 **Initial Term.** The Parties agree that this Contract shall continue in full force for the Initial Term which begins March 1, 2012, and terminates March 30, 2013, unless earlier terminated by the Parties pursuant to the terms of this Contract.

2.2 Renewal Term(s)

2.2.1 **Written Renewal.** Unless sooner terminated in compliance with the provisions of this Contract, this Contract may only be renewed by action evidenced in writing and executed by County and Contractor.

2.2.2 **Renewal Provisions.** Unless sooner terminated pursuant to the terms of this Contract, and conditioned upon the approval by the Commissioners Court of continued funding during the budget process related to the Renewal Term, and within the limits of that budgetary approval, this Contract may be renewed under Section 2.2 by written agreement signed by County and Contractor for up to six (6) additional one-year periods, or for whatever time period is agreed to in writing by County and Contractor. The exercise of any option to renew under this provision shall be with the understanding that all terms and conditions, including the negotiated rates, remain unchanged and in full force and effect, unless this Contract is specifically amended pursuant to Section 4.0 of this Contract to make any changes in those terms. Non-competitive renewal shall be based upon the Contractor's positive performance and County's continuing need for the services as determined by County.

3.0 CONTRACT FUNDS

3.1 **Contract Funds Amount.** Subject to Sections 6.0 - 8.0, and other applicable provisions, during the Initial Term, County shall make available for payment to Contractor for services provided pursuant to the terms of this Contract, funds in an amount not to exceed:

\$ 0.00

4.0 AMENDMENTS, CHANGES OR MODIFICATIONS

4.1 **Written.** Unless specifically provided otherwise in this Contract, any amendment, change or modification ("Amendment") to the terms of this Contract or any attachments to it shall be made in writing and signed by both Parties. No Amendment concerning this Contract shall be of any force or effect unless entered into pursuant to this Section 4.0.

4.2. **Authority to Change.** CONTRACTOR AGREES THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS CONTRACT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT UNDER A SPECIFIC PROVISION OF THIS CONTRACT OR BY SEPARATE ACTION BY THE COMMISSIONERS COURT.

4.3 **Non-Compliance.** Contractor agrees that any action taken by Contractor which does not comply with the terms of this Contract and which has not been approved under the terms of the Contract or written amendment thereto (pursuant to this Section 4.0) subjects Contractor to disallowance of payments related to such actions and possible termination of this Contract. Verbal discussion or other indications of changes to this Contract will NOT be effective.

4.4 **Submission.** Contractor shall submit all requests for all Amendments (including all changes, modifications, alterations, additions or deletions) of the terms of this Contract or any attachment to it to the Travis County Purchasing Agent with a copy to the County Executive . Upon agreement by the County Department, the request will be presented by the Purchasing Agent to the Commissioners Court for consideration. No changes will be effective as to County until approved in writing by Commissioners Court (or Purchasing agent under Section 4.5).

4.5 **Purchasing Agent Authority.** Contractor understands and agrees that the Purchasing Agent has certain authority to approve an Amendment subject to applicable law (specifically the County Purchasing Act, TEX. LOC. GOV'T CODE, Chapter 262, and other applicable law) and County policy, as approved by the Commissioners Court. Within that authority, the Purchasing Agent may approve Amendment requests under this Contract. The Purchasing Agent will advise Contractor as to such authority upon submission of a request for Amendment; at any time, the Purchasing Agent may submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to sign the Amendment.

5.0 **ENTIRE AGREEMENT**

5.1 **All Agreements.** All oral and written agreements between the Parties to this Contract relating to the subject matter of this Contract that were made prior to the execution of this Contract, including the applicable terms of the Contract, have been reduced to writing and are contained in this Contract.

5.2 **Attachments.** The attachments enumerated and denominated below are hereby made a part of this Contract, and constitute promised performances by Contractor in accordance with all terms of this Contract. Attachments not completed as a part of this Contract will be deemed not applicable to services provided. For the Initial Term, the items marked by a "*" are expected to be completed to reflect services provided under this Contract.

*5.2.1	Attachment A	Program Cover Page - Form # 2
5.2.2	Attachment B	Program Work Statement - Form # 3
*5.2.3	Attachment C	Special Conditions (if applicable)
5.2.4	Attachment D	Program Budget - Form # 4
5.2.5	Attachment E	Program Budget Narrative - Form # 5
5.2.6	Attachment F	Total Program Staff Positions and Time - Form #6
5.2.7	Attachment G	Total Program Funding Summary - Form # 7
5.2.8	Attachment H	Subcontracted Expense Form - Form # 8
*5.2.9	Attachment I	Performance Report Definition Tool - Form # 9
*5.2.10	Attachment J	Insurance Requirements
*5.2.11	Attachment K	Ethics Affidavit

V. **FINANCIAL PROVISIONS**

6.0 **CONTRACT FUNDS**

6.1 **Maximum Funds.** Subject to the requirements of this Section 6.0 and other applicable provisions

of this Contract, 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 Initial Contract Term:

\$ 0.00

6.2 Fiscal Year Limitations.

6.2.1 County Budget. Contract Funds will be provided as further set forth in Attachment C, "Budget," of this Contract. Contractor agrees that the sum stated in Sections 3.0 and Section 6.1 is the maximum amount to be paid by County to Contractor during the Initial Contract Term unless Sections 3.0 and 6.1 are changed pursuant to Section 4.0, "Amendment," and that the total costs of this Contract shall in no event exceed the amount included in the County's budget and designated for this purpose for this Contract unless or until an increase in the County budget is approved by the Commissioners Court. If this Contract is renewed under Section 2.2, it is understood and agreed that the amount set forth in the "Budget" will be amended, as necessary, for each Renewal Term to reflect those amounts approved by the Commissioners Court in its budget process for that Contract Term.

6.2.2 Fiscal Year Division. Contractor expressly agrees that County funding obligations can ONLY be incurred for the portion of any Contract Term corresponding to a time period included in the approved budget for any one Fiscal Year. As a result, of the total set forth in Section 6.1, Contractor cannot invoice, and will not be paid for expenditures during the following designated periods which are greater than the following amounts:

- | | | |
|-----|-------------------------------------|----------------|
| (a) | March 1, 2012 – September 30, 2012 | (70% of Total) |
| | \$ 0.00 | |
| (b) | October 1, 2012 - December 31, 2012 | (30% of Total) |
| | \$ 0.00 | |

6.2.3 Subsequent Fiscal Year Funding. Contractor agrees that Contractor cannot invoice and will not be paid for services provided between March 1, 2012, and September 30, 2012, from designated under Section 6.2.1(b). Contractor agrees that funds set out in Section 6.2.1(b) are contingent upon approval of such funding for the Contract by the Commissioners Court in the budget process related to the Fiscal Year beginning October 1, 2012; and that the amount set forth under Section 6.2.1(b) may be decreased or eliminated by the Commissioners Court during that budget process without liability of County to Contractor. This Section 6.2 will apply to any future Contract Term(s) within the Fiscal Year dates applicable to that Contract Term(s).

6.2.4 Budget Period Limits. In no event shall any provision of this Contract or any agreement subject to this Contract be interpreted to obligate the County beyond the funds approved by the Commissioners Court for any Fiscal Year/budget period. Payments by County during the Initial Term or any Contract Term shall be subject to the Fiscal Year limitations applicable to this Contract.

7.0 INVOICING AND PAYMENT

7.1 Request for Payments.

7.1.1 Monthly Request. Each month during any Contract or Renewal Term, Contractor shall file, within the time limits set forth in this Section 7.0, and pursuant to applicable requirements of this Contract, the complete and correct (as determined by County Department) Request for Payment form(s) (Attachment E) and complete backup documentation. Contractor agrees that additional documentation supporting Contract expenses, such as signed timesheets, invoices, receipts, purchase orders or other

information, will be reviewed by County during monitoring visit(s), and that additional reporting requirements may be implemented by County at any time that such monitoring or review reveals a need for such, as determined by County.

7.1.2 Timely Filing of Request.

a) Filing. The Request for Payment form(s) shall be filed with the TCHHSVS within fifteen (15) days of the end of the month for which services are provided. Any delay by Contractor in the filing of the complete and correct Request for Payment form(s) may impact the ultimate receipt of payment by Contractor. County shall pay Contractor for authorized expenditures, as determined and approved by the County Department reported in that Request for Payment within thirty (30) days of receipt by TCHHSVS of that complete and correct (as defined in this Contract) Request for Payment in accordance with the Prompt Payment Act (TEX. GOVT. CODE, Chapter 2251).

(b) Request Limitation. County shall not be liable to Contractor for any costs incurred and paid by Contractor in the performance of this Contract which are not billed to County under the applicable terms of this Contract within sixty (60) days following the provision of the service or sixty (60) days following the termination of this Initial Contract Term (or any Contract Term, as applicable to the term in which the services were provided), whichever occurs first. Costs billed by Contractor on or after the 61st day following provision of services or the termination of any Contract Term (whichever applies) shall be considered disallowed and may not be paid by County.

7.1.3 Content. Billing detail must include, at a minimum, that information set forth in Section 18.2, and other applicable provisions, of this Contract. Contractor may only request payment for actual costs incurred and paid by Contractor pursuant to the terms of this Contract.

7.1.4 Complete and Correct Request. Contractor understands and agrees that the payment by County of the Request for Payment amount will only be made where a complete and correct Request for Payment is determined by County to have been filed.

7.1.5 Contractor Corrections. If County determines that corrections and/or changes to the Request for Payment are necessary, the Request for Payment will be returned to Contractor and those corrections or changes must be made by Contractor prior to the Request for Payment being certified by County for Payment as complete and correct. If the completion of those corrections and/or changes by Contractor and subsequent re-submission to TCHHSVS result in the delay of the certification of a Request for Payment (or "invoice") by County, Contractor understands and agrees that the time for payment under the Prompt Payment Act (TEX. GOVT. CODE, Chapter 2251) will not begin to run until that invoice has been corrected so that it is, as determined by County Department, correct and complete as necessary for certification by County. The time for payment under the Prompt Payment Act (TEX. GOVT. CODE, Chapter 2251) will only begin at the receipt of the Request for Payment by TCHHSVS of what is determined, pursuant to this Subsection 7.1.5 and other applicable provisions, to be a complete and correct Request for Payment.

7.1.6 County Correction. At any time that County discovers a discrepancy in an invoice that would result in Contractor receiving up to Five Dollars (\$5.00) less than the amount invoiced, County may contact Contractor for written permission (via email or fax) to adjust the invoice according to the County's determination. Upon receipt of such written permission, County may adjust the invoice as agreed to by Contractor, and Contractor agrees to accept the resulting payment as payment in full; no further accounting will be made nor will any future payments be adjusted related to the amount so waived by Contractor under this provision. Contractor understands and agrees that consent under this Subsection 7.1.6 constitutes a complete and total waiver of the amount deducted from the total invoiced amount. This provision allowing for correction by County of a Request for Payment will ONLY apply where the County's determination of money to be paid to Contractor is less than the total amount shown on the Request for Payment; at any time that the

discrepancy involves and increase in the amount to be paid, the Request for Payment will be returned to Contractor for correction.

8.0 CONTRACT FUNDS RESTRICTIONS

8.1 County Payment.

8.1.1 **Reimbursement Only.** Contractor agrees that, unless otherwise specifically provided for in this Contract, payment by County under the terms of this Contract is made on a reimbursement basis only; Contractor must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Contract and subject to payment by County.

8.1.2 **Department Determination.** County and Contractor also agree that determination of allowable expenses and payment of Contract Funds will be directed by County Department.

8.1.3 **Pre/Post-Term Debts.** County shall not be liable for costs incurred or performances rendered by Contractor before or after the Contract Term; for expenses not billed to County within the applicable time frames set forth in this Contract; for any payment for services or activities not provided pursuant to the terms of this Contract.

8.2 **Maintenance of Funds.** The Contractor shall deposit and maintain all monies received under this Contract in either a separate numbered bank account or in a general operating account, either of which shall be supported with the maintenance of a separate accounting fund or a general fund with a specific chart of accounts which reflect and identifies revenues and expenditures for the monies received under this Contract from County. Contractor agrees to provide County with copies of specific chart(s) of account(s) maintained under this Section 8.2 upon request of County.

8.3 **Allowable Costs - Direct Performance.** References to reimbursable costs in this Contract refer only to those costs or expenses authorized to be paid by County to Contractor under the terms of this Contract by Contract Funds. Costs shall be considered allowable only if, as determined by County, those costs are:

- (a) incurred and paid by Contractor directly and specifically in the performance of this Contract; and
- (b) incurred and paid by Contractor pursuant to all requirements of this Contract; and
- (c) incurred and paid by Contractor in conformance with budget documents attached hereto and in accordance with generally accepted accounting principles.
- (e) included and identifiable in Contractor's budget document attached to this Contract as required in this Contract.
- (f) incurred and paid as set forth in Section 8.1.1, and other applicable provisions.

8.4 **Indirect Costs.** Indirect Costs, as defined by generally accepted accounting principles, are not considered to be allowable costs under this Contract.

8.5 **Specific Prior Authorization- Items NOT in Contractor's Budget.** Section 8.3 notwithstanding, if the following are NOT in Contractor's specific budget documents (specific inclusion in the budget document will be considered approval), County's prior written authorization, through County Department, by the County Executive, is required in order for the following to be considered allowable costs, and therefore reimbursable under this Contract:

8.5.1 Non-Expendable Capital Acquisition. Purchases of any non-expendable Capital Acquisition Property which meets the following criteria:

(a) The following if with a value of more than \$500.00: Fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubators.

(b) any other tangible non-expendable property with a value of more than \$5,000.00.

8.5.2 Facilities. Alteration or relocation of facilities.

8.5.3 Professional Services. The acquisition of all consultant or professional services, as may be approved under the terms of this Contract. All consultant or professional services must be documented utilizing the appropriate County form.

8.5.4 Out Of Town Travel. Out of town travel shall be approved/reimbursed pursuant to Section 8

8.5.5 Notification. Contractor shall provide County, through TCHHSVS, written notification of any change in vendor or subcontractor (including consultants) which has been identified in Contractor's budget prior to submission of a Request for Payment related to such vendor or subcontractor in order to ensure timely payment.

8.5.6 Failure to Obtain Approval. Any costs which are described by this Subsection 8.5 which are incurred by Contractor without the required approval may be considered disallowed; and may not be paid by County; or payment may be delayed.

8.6 Out of Town Travel Expenses.

8.6.1 Allowable Travel. In order to be considered a reimbursable expense under this Contract, all travel must be for a purpose directly related to the provision of services under this Contract (with supporting documentation available for review by County). Individual(s) included in travel must either be employees or volunteers who must participate in such travel in order to further the provision of services provided under this Contract. Final determination of such relationship shall be made solely by County and Contractor understands and agrees that, if Contractor is in doubt about the relationship of the travel or participants to County services, it is the Contractor's obligation to secure written County determination prior to incurring the travel cost, or risk such costs being disallowed by County.

8.6.2 Budget. Travel will be considered approved only if the expense of such travel is included in Contractor's budget and the details of the travel have been provided according to the Out Of Town Travel Form ("Travel Form") attached to this Contract as Attachment E(v). If that Travel Form has not be completed and included in this Contract, then the Travel Form must be completed and submitted to County through the County Department for written approval by the County Executive or her designated representative prior to the travel taking place. Contractor agrees to provide such information within a timeframe that will allow sufficient time for review and approval by County Department prior to incurring such expense. Expenses set out in the Travel Form must meet the requirements in Section 8.6.4 below and must fall within the amount set forth in Contractor's budget for travel.

8.6.3 Failure to Obtain Approval. Any costs incurred related to travel without the approval required under this Section 8.6 may be considered disallowed; and may not be paid by County; or payment may be delayed.

8.6.4 County Policies. Expenses for travel and attendance to destinations outside the City of Austin/Travis County are NOT considered an allowable expense and will not be reimbursable under this

Contract unless those expenses meet the following criteria (and documentation is provided/made available supporting compliance with these requirements) and all requirements of this Section 8.6:

(a) Mileage -

- Reimbursed at the annual standard rate set by the Internal Revenue Services.
- Starts from the employee's regular work place on business workdays and from the employee's home on non-work days and holidays.
- Travel out of county greater than 1000 miles round-trip - transportation expenses are reimbursed in an amount not to exceed the cost of round-trip coach airfare in effect at the time of the travel encumbrance.
- Transportation expenses include lodging, meals and mileage incurred as a result of driving rather than flying.

(b) Air Fare -

- Not to exceed the rate of a non-refundable coach fare in effect at the time of the travel encumbrance

(c) Accommodations -

- Based on rates, plus taxes, quoted by the lodging place if government rates are not available.
- Supporting documentation of lodging place and quoted rates must be provided

(d) Meals -

- \$39.00 per day including gratuities without receipts
- OR
- Up to \$50.00 per day for meals and gratuities up to 15% if receipts are submitted
- Only if required to be away from home overnight
- No reimbursement for alcoholic beverages

(e) Incidental Expenses -

- Actual costs of car rentals, taxi fares, parking fees, and bus fares if receipts are attached
- Mileage for two round trips to airport if choose to get a ride instead of parking
- Cab fare to and from airport
- No reimbursement for extracurricular activities such as golf, tennis, entertainment, movies, tours or sport events
- No payment for fines for violation of the law such as parking tickets, speeding tickets, etc.
- No payment for food and/or beverages provided at meetings or in-house training

(f) Alternate Travel -

- May be reimbursed for alternate travel arrangements (transportation mode, accommodations, or schedule) provided that the cost is not greater than the least expensive alternative if pre-approved

Out of town travel expenses under this Section 8.6 which do not meet the specified County criteria cannot be approved by the County Executive, but would have to be taken to the Commissioners Court for approval PRIOR to travel. All out-of-town travel expenses must be included in Contractor's budget.

8.7 **Overtime Compensation.** Contractor may use any Contract Funds to pay overtime and/or the associated fringe benefits on such overtime if the overtime meets the following requirements:

(a) Amount is included in the Contractor's budget; and

(b) Amount is actually incurred by a Contractor employee who holds a position which is included in the budget for reimbursement by County Funds (as documented by a signed timesheet); and

(c) Amount is incurred as a necessity in the provision of direct services provided under this Contract; and

(d) Contractor maintains and implements a written policy concerning overtime compensation which manages and controls the use of overtime to minimize the need for overtime compensation.

8.8 **Non-Allowable Costs.** The following are not reimbursable costs, whether incurred directly or indirectly in performance of this Contract and may not be included in Contractor's budget:

(a) Other Post Employment Benefits (OPEB) for employees whether or not those costs are for current year benefits, prior year benefits, or future year benefits.

(b) Employee recognition, rewards, or awards other than performance pay pursuant to compensation schedules.

(c) Entertainment and gifts, including meals or beverages, even if related to a business purpose. This subsection (c) notwithstanding, the Contract will pay for an employee's own meal and beverage expenses incurred during out-of-town trips or conferences related to services provided under this Contract if properly budgeted and if incurred according to the Contractor's travel policy as approved by County.

(d) Legislative consultant services.

(e) Donations to non-profit or private organizations.

(f) Legal services provided to Contractor.

(g) General consulting services that are not directly provided as a specific program service.

9.0 **RETURN OF CONTRACT FUNDS**

9.1 **Contractor Liability.** Contractor shall be liable to County and refund money paid and/or advanced to Contractor upon a determination by County that payment or advance:

9.1.1 has resulted in overpayment

9.1.2 has not been spent strictly in accordance with Contract terms

9.1.3 exceeds the total expenditures actually reported by Contractor

9.1.4 is to be disallowed pursuant to financial, performance and/or compliance audit(s)

9.1.5 was inappropriately transferred according to Section 11.0

9.2 **Return of Funds.** Return of funds under this Section 9.0 shall be made by Contractor to County within thirty (30) days of request by County. County may offset the amount of any funds owed under this Section against the next advance or payment to Contractor under this or any subsequent contract if the return of funds is not made within that thirty (30) day period.

10.0 **AUDIT**

10.1 **Annual Audit.** Unless otherwise authorized by County, through TCHHSVS, under the terms of this Contract, Contractor shall arrange for the performance of an annual (at least one time during each consecutive 365-day period) financial audit of Contract Funds to be performed within 180 days of the Contractor's fiscal year end, subject to the following conditions and limitations:

10.1.1 **Single Audit.**

a. **Single Audit Act Application.** For each Fiscal Year included within a Contract period specified in Section 2.0 ("Contract Term") of this Contract in which Contractor expends a total of

\$500,000 or more in Federal awards from all sources, Contractor shall have an audit conducted in accordance with the Single Audit Act of 1984, 31 U.S.C., Section 7501 et seq., and OMB Circular No. A-133, "Audits of States, Local Government and other Non-Profit Organizations."

b. No Single Audit Act Application. Contractors not subject to the Single Audit Act, and expending \$500,000 or more during the Contractor's fiscal year must have a full financial audit performed. If less than \$500,000 is expended, then a financial review is acceptable, pursuant to the requirements of this Contract.

c. Performance Requirements. The audit or review must be:

(i) performed by an independent Certified Public Accountant ("CPA"), recognized by the regulatory authority of the State of Texas and a member in good standing of the American Institute of Certified Public Accountants; and

(ii) made in accordance with generally accepted auditing standards and procedures for a non-profit organization and auditing standards (including a Statement of Functional Expenses) as stated in the "American Institute of Certified Public Accountants Industry Audit Guide - Audits of Voluntary Health and Welfare Organization;" and

(iii) provided for any/each of Contractor's Fiscal Years in which County Funds are provided.

10.1.2 Entire Operations Option. At the option of Contractor, each audit or review required by this Section 10.0 may cover either Contractor's entire operations or each department, agency, or establishment of Contractor which received, expended, or otherwise administered Contract Funds.

10.1.3 Financial Records. Contractor must maintain records which adequately identify the source and application of funds provided for those services purchased with Contract Funds. These records must contain information pertaining to authorizations, obligations, un-obligated balances, assets, liabilities, outlays or expenditures and income related to Contract Funds.

10.1.4 Copies. Contractor shall provide two (2) copies of its most recent report of the complete financial audit and the auditor's opinion and management letters, or the review, to County through TCHHSVS within 180 days of the end of the Contractor's fiscal year end, unless County approves alternative arrangements in writing. In any event, such copies shall be provided no later than September 30 of each year in which County funds are received under this Contract. County Department will complete final review of such reports within a reasonable time after September 30 of each year upon receipt of such reports. Copies of the report shall also include the auditor's opinion and letters to management. Reviews and audits performed under Section 10.1 are subject to consideration and resolution by County or its authorized representative. Failure to provide such copies in a timely manner may result in delay of payment, suspension or termination of the Contract by County.

10.1.5 Continued Obligation. The expiration or termination of this Contract shall in no way relieve Contractor of the obligation to meet the requirements of this Section 10.0 in the manner or format prescribed by County.

10.1.6 Cost of Audit. Contractor understands and agrees that all or a portion of the cost of the annual audit as required under this Section 10.0 may be considered an allowable cost and reimbursable under this Contract if the following requirements are met:

(a) cost is included in Contractor's budget, with the Subcontractor providing such services correctly identified; and

(b) the cost billed to County is no greater than the percentage relationship of County Contract Funds to Contractor's total annual budget, with the cost of the audit being a reasonable cost for such services as agreed to by County. For example, if the total amount of County Contract Funds provided under this Contract is ten percent (10%) of the total Contractor annual budget, then County Contract Funds may be used to reimburse up to ten percent (10%) of the total cost of the annual audit.

10.2 **County Audit.** Notwithstanding Section 10.1, County reserves the right to conduct an annual financial, compliance, and/or performance audit of the Contract. Contractor agrees to permit County or its authorized representative, to audit Contractor's records and to obtain any documents, materials, or information necessary to facilitate such audit.

10.3 **Facilitation.** Contractor shall take whatever action is appropriate to facilitate the performance of any audits conducted pursuant to Section 10.0 that County may reasonably require of Contractor. Such action shall include provision of access to Contractor's facilities during Contractor's regular business hours for County to conduct an audit, and the County shall consider reasonable times and places to review records or interview individuals. Adequate and appropriate workspace shall be made available to County or their designees, and all requested records shall be made readily available.

10.4 **Contractor Audit Records.**

10.4.1 **Content.** Records of Contractor, its subsidiaries, Subcontractors and affiliates subject to audit shall include, but not be limited to accounting records, written policies and procedures, subsidiary records, correspondence, and any other records which are pertinent to revenue and related costs and expenses of this Contract. This includes, to the extent such detail will properly identify all revenues, all costs, including direct and indirect costs of labor, material, equipment, supplies and services and all other costs of expenses of whatever nature relating to this Contract (all the foregoing to be referred to as "Records").

10.4.2 **Subcontractors.** Contractor shall require all Subcontractors, sub-consultants, insurance agents, contractors, and suppliers related to this Contract to comply with the provisions of this Section 10.0, and any other provisions so designated within this Contract, by inserting the requirements in this Section 10.0 in any written contract agreements executed between the Contractor and other related parties.

11.0 **TRANSFER OF FUNDS.** Notwithstanding Section 4.0, and as specifically applicable, Contractor may transfer Contract Funds without a written amendment to this Contract **ONLY** if **ALL** of the following requirements are met:

11.1 the transfer moves funds **ONLY** between line items within the **SAME** funding source (as set forth in Section 6.0) and program ("Program"). IF Contractor is uncertain as to the definition of "line item" and "program" as used in this provision, Contractor is responsible for contacting TCHHSVS for a determination as to the applicability of this requirement to the Contractor's request for transfer; and

11.2 the cumulative amount of the transfers between direct budget categories (Personnel, Operating Expenses, Direct Assistance and/or Equipment/Capital Outlay) is not more than ten percent (10%) of the Contract total for that Program shown in Section 6.1; and

11.3 the transfer will not change the scope or objective of the programs funded under this Contract, solely as determined by County through TCHHSVS prior to transfer; and

11.4 Contractor submits a budget revision form to the County through TCHHSVS prior to, or simultaneously with, the submission of the Contractor's first monthly billing to the County following the transfer which shall reflect such changes.

11.5 Contractor agrees that failure to meet the requirements of Section 11.1 - 11.4 may result in any

transfer of funds being disallowed; as such, the disallowed amount may not be paid by County. If County determines that payment has been made incorrectly for expenses in violation of this Section 11.0, Contractor agrees to refund such payment in full to County within twenty (20) days of written request by County for such refund.

12.0 **FORMS**

12.1 **W-9 Taxpayer Identification Form.** Contractor shall provide the County Purchasing Agent with an Internal Revenue Service Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code and its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor. Contractor understands that this W-9 Form must be provided to the County Purchasing Agent before any Contract Funds are payable. If there are any changes in the W-9 form during the Initial Term or any Renewal Term of the Contract, Contractor will immediately provide the County Purchasing Agent with a new and correct W-9 form. Failure to provide such form within the time required may result in delay of payment, suspension or termination of the Contract, or other action as deemed necessary by County. Any changes in the W-9 Form are also subject to the requirements of Sections 26.0 and 28.0, as applicable.

12.2 **IRS 990 Form.** Contractor shall provide the Purchasing Agent with a copy of its completed Internal Revenue Service Form 990 (Return of Organization Exempt From Income Tax) for each calendar year within 180 days of the Contractor's fiscal year end, but no later than September 30 of each year in which County funds are received under this Contract. If Contractor has filed an extension request which prevents the timely provision of the form 990, Contractor shall provide the Purchasing Agent with a copy of that application for extension of time to file (IRS Form 2758) within thirty (30) days of filing said form(s), and a copy of any final document(s) immediately upon receipt of such document(s).

13.0 **OUTSTANDING DEBT.**

13.1 **Assignment for Taxes.** Notwithstanding anything to the contrary contained in this Contract, if Contractor is delinquent in the payment of property taxes, or of any taxes due to Travis County, at any time of invoicing for payment, Contractor hereby assigns any payment and/or advance to be made for services and performance provided under this Contract to the Travis County Tax Assessor-Collector for payment of delinquent taxes, and authorizes County to transfer those funds directly to the Travis County Tax Assessor-Collector.

13.2 **Disbursements to Persons With Outstanding Debt.** Contractor agrees that:

13.2.1 Disbursements to persons with certain outstanding debt is prohibited by Section 154.05 of the Texas Local Government Code.

13.2.2 Pursuant to Section 13.2.1, if notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of Contractor to the State, the County or a salary fund, a warrant may not be drawn on a County fund in favor of the Contractor, or an agent or assignee of Contractor until:

- and
- (a) the County Treasurer notifies the Contractor in writing that the debt is outstanding;
 - (b) the debt is paid.

13.2.3 "Debt" as used in this Section 13.0 includes delinquent taxes, fines, fees and indebtedness arising from written agreement with the County.

13.2.4 County may apply funds County owes Contractor to the outstanding balance of debt for which notice is made under Section 13.2.2 above if the notice includes a statement that the amount owed by the County to Contractor may be applied to reduce the outstanding debt.

13.3 **Payment of Taxes.** Contractor agrees that Contractor will be liable for compliance with all federal, state, and local laws and requirements regarding: income tax, payroll tax, withholding, excise tax and any other taxes. Contractor accepts responsibility for the compensation of employees for purchasing any liability, disability or health insurance coverage deemed necessary by Contractor or required by law and for providing federal and state unemployment insurance coverage and standard Workers' Compensation Insurance coverage. Contractor will not be treated as an employee of County with respect to the services performed under the terms and conditions of this Contract for federal and state tax purposes. If Contractor is not a corporation, Contractor further understands that the Contractor may be liable for self-employment (social security) tax, to be paid by Contractor according to law. Contractor must be able to demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. County will not be responsible for payment of any of the above costs of Contractor.

13.4 **Non-delinquency on Federal Debt.** Contractor, by signing this Contract, certifies that Contractor is not delinquent in repaying any Federal debt; has not been judged to be in default on a Federal Debt; and has not had a judgment lien filed against it as a result of a Federal debt. Failure to maintain this status will result in action by County up to and including termination of this Contract.

VI. RESPONSIBILITIES AND OBLIGATIONS OF CONTRACTOR

14.0 CONTRACTOR PERFORMANCE

14.1 Services and Activities.

14.1.1 **Requirements.** During any Contract Term, Contractor shall perform, in a satisfactory manner as determined by County, through County Department, (based on information and data as provided by and through Department) services and activities in accordance with the terms of Attachment A, "Work Statement" Attachment B, "Special Conditions (if applicable)" and Attachment C, "Program Budget;" and with all other terms and conditions stated in this Contract.

14.1.2 **Failure to Perform.** In the event of Contractor's non-compliance with any term of this Contract, including, but not limited to timely submission of any report, record or notification, County may impose such sanctions as determined to be necessary by County, including, but not limited to:

(a) Withholding of payments to Contractor under the Contract until Contractor complies with the term of the Contract:

(b) Suspension, termination or cancellation of the Contract, in whole or in part.

The above actions by County may be taken in addition to any other specific action set forth in any provision of this Contract or allowed by law.

14.1.3 **Assurance of Intent.** Whenever County in good faith has reason to question Contractor's intent to perform, County may demand that Contractor provide to County written assurance of their intent to perform. In the event a demand is made by County and Contractor gives no assurance within thirty (30) days of receipt of the written notice of such demand, County may treat this failure as an anticipatory repudiation of this Contract.

14.2 Policies.

14.2.1 **General Policies.** The Contractor is required to maintain written policies and procedures approved by its governing body and to make copies of all policies available to the County Department upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel; Client and Personnel

Grievance (as further set forth in Section 14.2.2); Nepotism; Non-Discrimination of Clients; Drug Free Workplace; the Americans With Disabilities Act; and any other policies or procedures as might be required by law or reasonably required by County.

14.2.2 Grievance Policies.

a. Procedure. Contractor shall, and shall require all Subcontractors to, have in place an appropriate written grievance review procedure to receive and resolve complaints and shall provide the County Department with a copy of such procedure immediately upon request by County. County has no responsibility for resolution of any grievances or complaints against Contractor regarding any services provided in relation to this Contract, and Contractor agrees to advise Subcontractors of such in any agreement with Contractor for provision of services related to this Contract. Included in the procedure will be the obligation of Contractor to make timely written communication to the County Department regarding potential quality or utilization issues evidenced in any grievance and thus identified and referred to Contractor for action and resolution; and Contractor hereby agrees to make such timely communications to County.

b. Monitoring. Contractor agrees that specific grievances and complaints will be monitored and a mechanism utilized to track and promptly resolve any participant issues, problems, or complaints. Records of the resolution of grievances shall be maintained by Contractor and made available for monitoring by County through the County Department.

14.3 Contractor Communication.

14.3.1 TCHHSVS and ATCHHSD. Contractor understands and agrees that this contract is entered into by and between Contractor and County only. While there may be some interaction between TCHHSVS and the City of Austin's Travis County Health and Human Services Department ("ATCHHSD"), or other City of Austin-related departments, those activities will be administrative in nature and operating only between TCHHSVS and ATCHHSD as determined by those two entities. Neither the terms of this Contract nor activities between TCHHSVS and ATCHHSD infer, imply or create any responsibility or obligation between the City of Austin and Contractor.

14.3.2 General Communication. Contractor and County agree that, unless otherwise designated specifically in any provision, all communication, requests, questions, or other inquiries related to this Contract shall initially be presented by Contractor to the County Department through the County Executive .

14.4 Miscellaneous Provisions.

14.4.1 Other Agreements. It is understood and agreed by both Parties that the terms of this Contract do not in any way limit or prohibit current or future agreements between any of the Parties for the provision of additional services as mutually agreed to in writing by the Parties.

14.4.2 Non-retaliation. Contractor may not discriminate or retaliate in any way against any employee or other person who reports a violation of the terms of this Contract or of any law or regulation or any suspected illegal activity by Contractor to County or to any appropriate law enforcement authority, if the report is made in good faith.

14.4.3 Contractor Responsibility. Contractor shall bear full responsibility for the integrity of fiscal and programmatic management. Such responsibility shall include: accountability for all funds and materials received from County; compliance with County rules, policies, procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and County's monitoring processes. Ignorance of any Contract provision(s) shall not constitute a defense or basis for waiving or appealing such provisions of requirements.

14.5 **Directors' Meetings.** Contractor shall keep on file copies of notices of Directors' Meetings, Board Meetings, or Subcommittee or Advisory Board meetings and copies of minutes from those meetings. Upon request by County, copies of any of the above shall be provided to County Department.

14.6 **Ownership of Property.**

14.6.1 **Capital Acquisition Property ("Property").** For purposes of this Contract, "Capital Acquisition Property" (or "Property") shall be considered to be any tangible, non-expendable property purchased with Contract Funds.

14.6.2 **Title.** To the extent that Contract Funds are used to purchase any Property, title to such Property shall vest in Contractor subject to the requirements of this Section 14.6.

14.6.3 **Notice.** Written notification must be given to the County Purchasing Agent pursuant to the "Notice" provision of this Contract within five (5) calendar days of delivery of Capital Acquisition Property, and County will then effect identification and recording of such Property for inventory purposes. Written notification must be given to the County Purchasing Agent within five (5) calendar days of any change in the status of such Property related to the terms of this Section 14.6. The Contractor shall maintain adequate accountability and control over such Property, shall maintain adequate Property records, and shall perform an annual inventory to be reported to the County Purchasing Agent no later than September 30 of each year in which Contract Funds are received, and for up to two years after the termination of this Contract (or the time which title vests in Contractor under Section 14.6.7) as required under Section 14.6.9. Records and reports shall contain the necessary information and documentation to support compliance with this Section 14.6.

14.6.4 **Encumbrances.** Contractor shall not give any security interest or lien in, or otherwise encumber such Property purchased with Contract Funds.

14.6.5 **Budget.** Property purchased by Contractor with Contract Funds must be included and identified in Contractor's budget.

14.6.6 **Contract Use.** Property may only be purchased utilizing Contract Funds if such Property will be utilized by Contractor to provide or further the provision of the services purchased by County under this Contract. Such Property may also be used outside the area of this Contract only if such use does not interfere with or diminish the work required under this Contract. Within the limits of this Section 14.6, Contractor shall continue to use such Property in a manner which supports provision of the services provided under this Contract throughout the term of this Contract and for two years after the termination of this Contract (or the time when title vests in Contractor under Section 14.6.7).

14.6.7 **Time Limit.** Limitations of this Section 14.6 only apply to Property which is less than twenty-four (24) months old. Once any Property is more than twenty-four (24) months old, the requirements of this Section 14.6 cease to apply, and the title to the Property shall vest in Contractor free and clear of any obligations to County.

14.6.8 **Trade or Sale.** If Contractor uses such Property as a trade-in or sells such Property, the proceeds shall either be used to purchase replacement equipment for a similar use or returned to County through the Purchasing Agent. Contractor shall notify the Purchasing Agent of such disposition and the identity of the new Property where replacement equipment is purchased. All requirements of this Section 14.6 shall attach to such replacement Property with time requirements as to the new Property beginning the date of purchase.

14.6.9 Certification. Contractor (through its Executive Director or other authorized signatory) shall provide annual written and signed notice to the Purchasing Agent regarding all Property and certifying the continued use of such Property in compliance with this Section 14.6. This Certification shall be included with the annual inventory provided under Section 14.6.3.

14.6.10 Failure to Continue Use. If Contractor cannot continue to meet the requirements of this Section 14.6 regarding Property, then Contractor shall either provide cash compensation for such Property to County in an amount equal to the fair market value of the Property (as agreed to by County), or return such Property to County through the Purchasing Agent, or request in writing disposition instructions from the Purchasing Agent which instructions shall then be followed by Contractor.

14.6.11 Responsibility. Contractor shall assume responsibility for the protection of all physical property and equipment (Property) purchased under this Contract, and shall take appropriate measures to meet this obligation. Contractor shall furnish the County Purchasing Agent with a written, factual report of the theft of, or damage to, any Property purchased under this Contract. In the event of any theft, vandalism, or other offense against the Property, Contractor shall notify the appropriate local law enforcement authorities and the County Purchasing Agent immediately.

14.6.12 Competitive Bidding. Contractor shall ensure that all purchases made using County Contract Funds provided under this Contract, either by Contractor or Subcontractor(s), will be made according to established and applicable statutory requirements relating to competitive bidding.

14.7 Long-Term Strategic Planning. Contractor agrees to participate to the extent possible in the long-term strategic planning process as developed by CAN and/or requested by County.

14.8 Insurance.

14.8.1 Requirements. Contractor shall have, and shall require all Subcontractors providing services under this Contract to have, Standard Insurance sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards as set forth in Attachment H, "Insurance Requirements." Depending on services provided by Contractor and/or Subcontractor, Supplemental Insurance Requirements or alternate insurance options as set forth in Attachment F, "Insurance Requirements," may be imposed.

14.8.2 Submission of Certificate. Contractor shall submit to the County Purchasing Agent Certificates of Insurance no later than ten (10) working days after execution of this Contract by the Parties. Contractor shall not begin providing services under this Contract until the required insurance is obtained and until such insurance certificate has been received by the County Purchasing Agent.

14.8.3 No Liability Limitation. Acceptance of insurance by County shall not relieve or decrease the liability of Contractor with regard to its responsibilities under this Contract and shall not be construed to be a limitation of liability. Contractor shall provide new Certificates of Insurance within ten (10) working days of any Renewal Term of this Contract under the terms of this Section 14.8.

14.8.4 Review and Adjustment. County reserves the right to review the insurance requirements set forth in this Contract during the effective period of this Contract and to make reasonable adjustments to insurance coverages, limits and exclusions when deemed necessary and prudent by County based on changes in statutory law, court decisions, the claims history of the industry or financial conditions of the insurance company or Contractor. Contractor shall not cause or allow any insurance to be cancelled nor allow any insurance to lapse during the Contract term.

14.9 Indemnification and Claims.

14.9.1 INDEMNIFICATION. Contractor agrees to and shall indemnify and hold harmless County, its officers, agents, and employees, from and against any and all claims, losses, damages, negligence, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees ("claims"), for injury to or death of any person, for any act or omission by Contractor, or for damage to any property, arising out of or in connection with the work done by Contractor under this Contract, whether such injuries, death or damages are caused by Contractor's sole negligence or the joint negligence of Contractor and any other third party. This indemnification shall apply to any claims arising in connection with any alleged or actual infringement of existing license, patents or copyrights applicable to materials used or produced under this Contract.

14.9.2 Claims Notification. If Contractor receives notice or becomes aware of any claim, or other action, including proceedings before an administrative agency, which is made or brought by any person, firm, corporation, or other entity against Contractor or County, Contractor shall give Department written notice within three (3) working days of being notified of this claim or threat of claim. Such notice shall include: written description of the claim; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided in Section 26.0 of this Contract. Except as otherwise directed, Contractor shall furnish to County copies of all pertinent papers received by Contractor with respect to these claims or actions.

14.10 Materials and Publications. When material not originally developed by Contractor is submitted or included in a report, it shall have the source properly identified. This identification may be placed in the body of the report or included by footnote. This provision is applicable when the material is in a verbatim or extensive paraphrase format. Contractor and any Subcontractor, as appropriate, must comply with the standard patent rights clauses in 37 Code of Federal Regulations Section 401.14 or Federal Acquisition Regulations 52.227.1.

14.11 Rights, Copyrights, Patents, and Licenses.

14.11.1 Property of County. All reports, charts, schedules, or other appended documentation to any proposal, content of basic proposal, or contracts and any responses, inquiries, correspondence, and related material created and/or submitted by Contractor under the terms of this Contract shall become the property of County. Contractor may publish the results of the Contract performance at its expense with prior County review and approval. If County owns the copyright, any publication should include "© Travis County, P. O. Box 1748, Austin, Texas, 78767, (the year of publication), All Rights Reserved." If Contractor is the copyright holder, any publication shall include acknowledgment of the support received from County. At least six copies of any such publication must be provided to County through County Department. County reserves the right to require additional copies before or after the initial review.

14.11.2 Copyright. All work performed pursuant to the terms of this Contract that results in the production of original books, manuals, films, or other original material is the exclusive property of County. All right, title, and interest in and to said property shall vest in County upon creation. All work performed shall be deemed to be a "work made for hire" and made in the course of the services rendered pursuant to this Contract. To the extent that title to any such work may not, by operation of law, vest in County or such work may not be considered a work made for hire, all rights, title and interest in such works are hereby irrevocably assigned to County. County shall have the right to obtain and to hold in its own name any and all patents, copyrights, trademarks, service marks, certification marks, collective marks, registrations, or such other protection as may

be appropriate to the subject matter, and any extensions and renewals thereof. Contractor agrees to give County and agrees to require its Subcontractors to give County, or any person designated by County, all assistance required to perfect the rights defined in this provision, without any charge or expense beyond those amounts payable to Contractor for the services rendered under this Contract according to the terms of this Contract.

14.11.3 Adherence and Indemnification. Contractor warrants and agrees that all applicable copyrights, patents, and licenses which may exist on materials used in this Contract have been adhered to; and that County shall not be liable for any infringement of those rights; and any rights granted to County shall apply for the duration of this Contract and for ten (10) years after termination of this Contract. -

14.11.4 License to Use. To the extent that title to any work may not, by operation of law, vest in County or such work may not be considered a work made for hire or be assigned to County, Contractor hereby grants to County an irrevocable, non-exclusive, non-transferable and royalty-free license to use, reproduce, publish, revise, make disposition of, prepare derivative works, distribute to the public, to perform, and to display publicly, for or on behalf of County according to law, any material (including software) that may be developed as part of the work under this Contract. If Contractor does not assert a copyright interest, any and all material developed by Contractor in the course of or pursuant to this Contract is an open record.

14.12 Miscellaneous Responsibilities.

14.12.1 Employee Offenses.

(a) Client Contact. Contractor agrees that no Employee ("Employee" being defined under this Section 14.12.2 as including volunteers or other persons working under the direction of Contractor in the provision of services under this Contract in a manner which involves direct Client contact) shall provide services in a manner which involves direct Client contact if that Employee has been convicted of having committed an offense of abuse, neglect, or exploitation or an offense against the person, an offense against the family, or an offense involving public indecency under the TEXAS PENAL CODE

(b) Procedure. Contractor agrees to have in place a written policy and procedures for verifying the criminal history and any current criminal indictment involving the offenses listed in this Section 14.12.2 of any Employee having direct contact with County clients, and shall maintain evidence of having processed all Employees through such procedure. Such policy and procedure must also address the evaluation and monitoring of Employees convicted of an offense under the TEXAS CONTROLLED SUBSTANCES ACT, but does not have to prohibit direct Client contact where Contractor determines, and documents the grounds for such determination, that such contact would pose no risk to the Eligible Client. Contractor shall also have in place a procedure for addressing the work of any employee alleged to have committed an offense listed under this section in a manner which will afford reasonable protection to Eligible Clients until such allegation is resolved.

(c) Waiver. In any circumstance under which Contractor believes that specific fact situations warrant a waiver of the requirements of this Subsection 14.12.1, in whole or in part, Contractor may present the details of such circumstance in writing to County, through the County Executive, for a determination as to such request for waiver. The requirements of Subsection 14.2.1 are waived by the County with respect to volunteers participating in the Point in Time County and the Homeless Resource Fair.

(d) Subcontractors. This Section 14.12.1 shall also apply to any employees of Subcontractors who have direct Client contact, and Contractor shall ensure that all Subcontractors have procedures in place to ensure compliance with this Section 14.12.1.

14.12.2 **Offense Report.** Contractor shall promptly report any suspected case of abuse, neglect or exploitation to the appropriate office(s) as required by the TEXAS FAMILY CODE, Chapter 261. All reports must be made within 24 hours of the discovery of the abuse or neglect.

14.12.3 **Qualifications.** If specific qualifications are set forth in job descriptions required by County, or attached to any position related to providing of services under this Contract, only personnel with the required qualifications will be assigned to fill functions unless a written waiver is granted by the County.

15.0 **WARRANTS, AND ASSURANCES**

15.1 **Eligible Client Warranty.** Contractor agrees that County is only authorized by law to provide certain services, and that the provision of those services must meet a public purpose as determined by County. To assure that County Contract Funds are spent for the provision of such authorized services in furtherance of such public purpose, Contractor warrants that the percentage of Eligible Clients (as defined by this Contract) receiving services under this Contract and funded by County Contract Funds compared to the total number of clients being served by Contractor under Contractor's total budget is equal to or greater than the percentage of County Contract Funds to total Contractor budget, and that County Contract Funds will be used by Contractor only for those purposes stated and agreed to under the terms of this Contract.

15.2 **Accurate Information.** Contractor warrants that all reports, data and information submitted to County will be accurate, reliable and verifiable. Approval by County of such shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, agents or associates for the accuracy and competency of their reports, information documents, or services, nor shall approval be deemed to be the assumption of such responsibility by County for any defect, error, omission, act or negligence or bad faith by Contractor, its employees, agents, or associates.

15.3 **No Duplication.** Contractor agrees that Contractor will report and receive payment for each service/Client solely from County Contract Funds pursuant to the terms of this Contract; and that there will be no duplicate payments from other sources for the same services paid for by County Contract Funds. Contractor will also ensure that this provision and prohibition of duplicate payment for services be included in any Subcontracts.

15.4 **Benefit.** Contractor agrees that all funds paid to Contractor under this Contract are paid in trust for the exclusive benefit of Eligible Clients and for the payment of allowable expenditures as set forth in this Contract.

15.5 **Maintenance of Effort.** Contractor agrees that Contract Funds may not be substituted for funds or resources from any other source nor in any way serve to reduce the funds or resources which would have been available to or provided through Contractor had this Contract never been executed.

15.6 **Debarment, Suspension and Other Responsibility Matters.** This Section 15.6 provides for compliance with certification requirements under 15 CFR Part 26, "Government-wide Debarment and Suspension." Contractor, by signing this Contract, hereby warrants and certifies that, to the best of its knowledge and belief, it and its principles:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by and Federal department or agency.

(b) have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

Where Contractor is unable to certify to any of the statements in this Section 15.6, Contractor shall provide a written explanation of such inability prior to the effective date of this Contract for County's consideration and evaluation with the understanding that such may result in termination of this Contract by County.

16.0 COMPLIANCE

16.1 **Federal, State and Local Laws.** Contractor shall provide all services and activities performed under the terms of this Contract in compliance with the Constitutions of the United States and Texas and with all applicable federal, state, and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Contract and governing Contractor's general conduct of business, including, but not limited to: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794); the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] ("ADA"), Chapter 73, TEXAS ADMINISTRATIVE CODE, HEALTH AND SAFETY CODE, Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV); Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Privacy Standards adopted to implement HIPAA at 45 CFR Parts 160 and 164, at Section 164.512, and Occupations Code, Chapter 159, at Sections 159.003 and 159.004; Contractor shall not discriminate against any employee, applicant for employment, or Eligible Client based on race, religion, color, gender, national origin, age or handicapped condition. In performance of all Contract services and activities, Contractor will comply with applicable state and federal licensing and certification requirements, health and safety standards, and regulations prescribed by the U.S. Department of Health and Human Services and the Texas Department of Health.

16.2 Confidentiality.

16.2.1 **Method.** Contractor shall establish a method to secure the confidentiality of records and other information relating to Eligible Clients in accordance with the applicable Federal, State and local laws, rules and regulations, and applicable professional ethical standards. This provision shall not be construed as limiting the lawful right of access to Eligible Client information.

16.2.2 **Limited Access.** Prior to a scheduled monitoring or audit, Contractor agrees to submit to County, through TCHHSVS, in writing, any relevant requirement precluding County's access to Eligible Client information including the correct citation of the legal authority on which Contractor relies to support its claim that County is prohibited from access to the client information.

16.2.3 **Masking.** Upon authorization from County, through TCHHSVS, to render client files anonymous, Contractor agrees to mask information identifying clients in a way that will not obstruct County's monitoring and evaluative duties in any way.

16.2.4 **Collaboration.** If applicable, Contractor shall execute and have on file copies of memorandums of understanding or other agreements with other governmental entities within Travis County and/or the City of Austin with whom Contractor will be sharing or obtaining participant information related to enrollment of Clients for services provided under this Contract.

16.2.5 **Privacy.** Contractor shall, and shall ensure that all Subcontractors, comply with state and federal laws relating to the privacy and confidentiality of patient and client records that contain protected health information, or other information made confidential by law, and shall maintain patient and client records in

compliance with state laws relating to the security and retention of medical or patient records. Contractor shall, and shall ensure that its Subcontractors, maintain all medical records in accordance with all applicable statutes and regulations governing medical information.

16.3 **Certification of Software, Hardware, Firmware and Micro Code Products.** Contractor certifies that any supplied or supported software, hardware, firmware and micro code products used individually or together as a system to comply with Contract requirements shall operate accurately in the manner in which they were intended when given a valid date containing century, year, month and day.

16.4 **Texas Public Information Act.** The Parties agree that this Contract, and all performance under this Contract, and all information obtained by County in connection with this Contract is subject to applicable provisions of the Texas Public Information Act, TEX. GOVT. CODE, Chapter 552, and all legal authorities relating to such Act, including, but not limited to, decisions and letter rulings issued by the Texas State Attorney General's Office.

17.0 **RETENTION AND ACCESSIBILITY OF CLIENT & FISCAL RECORDS**

17.1 **Retention of Records**

17.1.1 **Time Requirement.** Contractor shall create and maintain all records and reports required and/or created relevant to performance under this Contract, including but not limited to those specifically set out in this Section 17.0, until all evaluations, audits and other reviews have been completed and all questions or issues (including litigation) arising from those evaluations, audits and reviews are resolved satisfactorily to County, or three (3) years after the end of the final Contract period, whichever occurs later.

17.1.2 **Document Destruction.** Contractor agrees that it will not destroy or alter any document in order to prevent its use in any official proceeding (for example, federal, state or local investigation, bankruptcy, etc.).

17.2 **Client Records.**

17.2.1 **Maintenance.** Contractor shall create and maintain all records regarding Eligible Clients that include the information on which Contractor relies to determine the Client's eligibility, all records and reports necessary, as determined by County, to evaluate the effectiveness of the services provided under this Contract (including, at a minimum, the services provided, the cost of providing services, and follow-up information about the effect of the services on the Eligible Client as shown by selected indicators), and all records related to performance under this Contract. Contractor shall maintain all medical records in accordance with all applicable statutes (including but not limited to HIPAA) and regulations governing medical information.

17.2.2 **Unduplicated Client Records.** Contractor shall maintain records for those Eligible Clients participating in programs designated by County Department from which an Unduplicated Client count can be determined. Contractor shall maintain a separate record for each unduplicated client. This client record shall contain at least the following information:

- (a) Name
- (b) Application date
- (c) Residential address and phone number
- (d) Date of Birth
- (e) Household Income
- (f) Eligibility information
- (g) Service rendered
- (h) Any support documentation
- (i) Family status
- (j) Number in household

- (k) Enrollment Date
- (l) Exit Date

Each Unduplicated Client reported in the Performance Report for designated programs shall correspond to a separate client record and support the services rendered to that Unduplicated Client.

17.3 **One-Time Services.** In addition to those records required under Section 17.2, Contractor shall create and retain records indicating the number of recipients of one time services such as information and referral services, group education services, outreach education, crisis/help lines, anonymous services, provision of food, clothing and one-time basic needs services. Such records shall show the number of clients served and the type of Contract services provided. An individual Unduplicated Client record for these recipients is not required. Other Eligible Client records will be maintained by Contractor at County's request.

17.4 **Fiscal Records.** Contractor shall create and maintain all necessary fiscal records and documentation required under this Contract and as necessary to support performance of this Contract.

17.5 **Access.** Contractor shall give County, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Contractor pertaining to this Contract at reasonable times and for reasonable periods. These rights to access shall continue as long as the records are required to be retained by Contractor, and for any additional time period that the records are retained by Contractor.

17.6 **Adjustment.** Contractor may, at any time, request in writing to the County Executive that County clarify or provide a waiver of all or a portion of the record requirements in this Section 17.0. Only waivers under this Section 17.6 granted by County Executive in writing will be effective to change any requirement in this Section 17.0.

17.7 **Rights to Materials.** Subject to the applicable requirements of this Sections 17.0, all reports, charts, schedules, records, or other appended documentation of Contractor which is related to this Contract, and any responses, inquiries, correspondence and related material submitted by Contractor to County or created by Contractor under this document are the property of County.

18.0 **REPORTING REQUIREMENTS**

18.1 **Performance Reports.**

18.1.1 **General Performance Reports.** Contractor shall submit data in accordance with the terms of Attachment G, "Performance Report Definition Tool," in Quarterly Performance Reports to be delivered to TCHHSVS as required by County within fifteen (15) days after the end of the quarter to which the report relates. This quarterly Performance Report will be submitted to TCHHSVS as an attachment to the Request For Payment (see Section 7.1) submitted for the last month of the quarter to which it relates. Performance Reports will identify data as it relates to different funding sources where applicable.

18.1.2 **Modification to Performance Reports.** County may recommend additional performance measures to be included by giving Contractor written notice of such proposed changes. Unless Contractor provides County with written opposition to the proposal within fifteen (15) days of receipt of notice, such changes will be considered added to the Contract and will constitute promised performance by Contractor without the necessity of a written Amendment. Such changes will be effective as to reports filed by Contractor for services provided during the first full reporting period following the addition of the changes. If Contractor opposes the changes, County and Contractor will negotiate in good faith to develop amended performance measures pursuant to Section 4.0 of this Contract.

18.2 **Reimbursement Reports.** Pursuant to Sections 6.0 - 8.0, Contractor shall deliver to TCHHSVS

reports that provide all of the information requested in the Request For Payment and expenditure report, as required by County within fifteen (15) days after the end of the month to which the report relates. If Contractor fails to provide this information to County in a complete and correct form and in a timely manner as set forth in this Contract, such failure may impact the timing of payment by County under Sections 6.0 - 8.0.

18.3 **Final Close-Out Report.** Contractor shall deliver a close-out report as required by TCHHSVS no later than sixty (60) calendar days following the termination of any Contract Term (Initial and/or Renewal).

18.4 **Financial Reports.** Upon request by County, Contractor shall deliver to TCHHSVS copies of all Board approved financial reports, to include the Contractor's Year-to-Date Balance sheet and income statement, within thirty (30) days of completion of any such report and/or the latest such report created by Contractor.

18.5 **Additional Reports.** Contractor shall deliver to County Department within twenty (20) working days, any and all special reports, data, and information which the County requests that Contractor make as a routine or special request.

18.6 **Changes in Reports.** Contractor shall promptly provide TCHHSVS with written reports of any changes in any of the information, reports, and/or records provided to County pursuant to this Contract.

18.7 **Corrections.** County may require Contractor to correct or revise any errors, omissions or other deficiencies in any reports or services provided by the Contractor to ensure that such reports and services fulfill the purposes of this Contract. Contractor shall make the required corrections or revisions without additional costs to County.

18.8 **Legal Prohibition.** If Contractor is legally prohibited from providing any required or requested reports, it shall immediately notify County, through TCHHSVS, in writing of this fact. Such notice shall include specific identification of the basis of the prohibition, including statutory citations as applicable, and shall be reviewed by County for final resolution.

18.9 **Annual Report.** Upon request, Contractor, through its Board members, will provide County an annual report which will contain the same data and be in the same format as that of the Reports described in Section 7.0 of this Contract. Those performance measures, including any changes made by agreement of the Parties during any Contract Term, are incorporated and made a part of this Contract. The Annual Report related to this Contract will be submitted by Contractor to Department no later than sixty (60) days following the ending date of the relevant Contract Term.

18.10 **Other Funding Sources.**

18.10.1 **Other Source Reports.** Upon request by County, Contractor shall provide County, through TCHHSVS, copies of all evaluation and monitoring reports provided to Contractor from other funding sources listed under "Summary of Agency Revenue Sources" during the Contract Term.

18.10.2 **Loss of Funding.** In the event that Contractor incurs a termination or significant loss of funding (10% or more of Contractor's entire budget as well as any changes in total program funding that will significantly impact Contractor's ability to meet performance measures specific to this Contract) from sources other than County upon which Contractor depends for performance under this Contract, Contractor shall:

(a) Notify Department immediately in writing of such loss of funding, the amount involved and the services impacted;

(b) Provide Department with thirty (30) days written notice if the decrease in funding requires the termination of the Contract, in whole or in part, such notice to include a description of the service impact expected to result from such decrease.

(c) If Contractor and County mutually agree in writing to changes to this Contract necessary to absorb said decrease/termination of funding, this Contract may be amended pursuant to Section 4.0. County will only agree to said amendment if the re-negotiation process results in the continued provision of services at an effective level as reasonably determined by County.

(d) Any decrease in services agreed to by County and Contractor shall also reflect a comparable decrease in the funding obligations of County set forth in Section 6.0 of this Contract, as evidenced in writing in an amendment made pursuant to Section 4.0 of this Contract, said amendment to include the effective date of such change and the corresponding change to the monthly payment or reimbursement obligation of County.

VII. RESPONSIBILITIES AND OBLIGATIONS OF COUNTY

19.0 LIMITATIONS

19.1 County Approval.

19.1.1 County's Satisfaction. Sections 6.0 - 8.0 notwithstanding, the Parties expressly agree that County shall not be responsible for the costs of any services provided under this Contract that are not fully performed according to the terms of this Contract to County's satisfaction and with County's approval, which shall not be unreasonably withheld.-

19.1.2 Responsibility and Liability. Approval of County, and/or payment under this Contract by County, shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, agents or associates for the accuracy and competency of their reports, information, documents, or services, nor shall approval be deemed to be the assumption of such responsibility by County for any defect, error, omission, act or negligence or bad faith by Contractor, its employees, agents, or associates.

20.0 COUNTY OBLIGATIONS

20.1 Current Revenue Funds. County shall make payments for invoices for performance of governmental functions and services under this Contract from current revenue funds available to County and set aside for this purpose. The parties agree that the payment made under this Contract is in an amount that fairly compensates Contractor for the services or functions performed under this Contract.

20.2 Poverty Income Guidelines. County, through County Department, shall notify Contractor of any changes in the Poverty Income Guidelines that occur during the Contract Term.

20.3 County Confidentiality. County agrees to keep confidential at all times all information that identifies clients and personnel and any other information received from Contractor if required to do so by law.

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

20.5 County Training. In exchange for and in the furtherance of certain services which may be provided by Contractor, County may, in certain instances, within applicable County guidelines and policies, and with Contractor's

agreement, offer specific training to Contractor and/or Contractor's employees, agents, or authorized representatives. Additional Contractor opportunities may be made contingent upon the successful completion of such training by County to the extent determined necessary by County.

VIII. SUSPENSION/TERMINATION

21.0 SUSPENSION. If Contractor fails to comply with any term of this Contract, including but not limited to failure to deliver reports as required by this Contract and/or failure to make corrections required by this Contract, or if the Commissioners Court requests a financial review or performance evaluation related to a reasonable cause to believe that Contractor is not using Contract Funds in compliance with the terms of this Contract, County may, upon written notification to Contractor, suspend this Contract in whole or in part and withhold further payments to Contractor pending resolution of the issues supporting such suspension. Contractor agrees that Contractor shall not incur additional obligations of Contract Funds after receipt of such notice of suspension until Contractor is in compliance with the terms of this Contract or the reports of the financial review and/or program evaluation are completed and all exceptions noted in these reports are corrected to County's satisfaction as evidenced by written notice by County.

22.0 TERMINATION

22.1 Reasons for Termination. County shall have the right to terminate this Contract, in whole or in part, at any time before the date of termination specified in Section 2.0 of this Contract for the following reasons:

22.1.1 Failure to Comply. Contractor has failed to comply with any term or condition of this Contract, including, but not limited to, the failure to deliver reports required by this Contract and/or make those corrections required by this Contract;

22.1.2 County Funding Out. During the budget planning and adoption process related to the second Fiscal Year included in the Contract Term, Commissioners Court fails to provide funding for this Contract for that second County Fiscal Year following the beginning of the contract period;

22.1.3 Contractor's Ability to Perform. County finds that Contractor is in a financial condition that endangers Contractor's ability to perform this Contract; or Contractor is delinquent in the payment of taxes or cost of performance of this Contract in the ordinary course of business; or Contractor is in a technical state of bankruptcy as defined by the Federal Bankruptcy Act and is subject to the appointment of a trustee, receiver or liquidator for all, or a substantial part, of Contractor's property or to the institution of bankruptcy, reorganization, rearrangement or liquidation proceedings by or against Contractor;

22.1.4 Contractor's Ability to Conform. Contractor is unable to conform to changes required by federal, state and local laws or regulations; or

22.1.5 Beneficial Results. County finds that Contractor is not producing results that are sufficiently beneficial to warrant continued expenditure of Contract Funds.

22.2 Notification. County Purchasing Agent shall notify Contractor pursuant to the "Notice" provision of this Contract in writing at least thirty (30) days before the date of termination of the decision to terminate; the reasons for the termination; the effective date of the termination; and, in the case of partial termination, the portion of the Contract to be terminated.

22.3 Contractor Termination. Contractor may terminate this Contract in whole or in part at any time, by giving thirty (30) days written notice pursuant to Section 26.0 if there is termination of significant other funding upon which Contractor depends for performance under this Contract or if Contractor is dissolved only if the dissolution is not caused by a breach of this Contract. Contractor's notice shall include a complete explanation of the reasons(s) for termination under this Section 22.3 and designation of the effective date of termination. The Purchasing Agent shall notify Contractor in writing of acceptance of termination pursuant to this Section 22.3 upon finding that Contractor's

claim(s) under this Section 22.3 have been established to County's satisfaction.

22.4 **Mutual Termination.** Any Party has the right to terminate this Contract, in whole or in part, when the Parties agree that the continuation of the activities funded under this Contract would not produce beneficial results commensurate with the further expenditure of funds; provided that both Parties agree, in writing, upon the termination conditions, including the effective date of the termination; the provisions under which termination shall be accepted; and, in the case of partial termination, the portion of the Contract to be terminated.

22.5 **Correction.** At least thirty (30) days before the effective date of termination pursuant to any provision of this Contract, County shall notify Contractor in compliance with Section 26.0 of the reasons for termination, the effective date of termination and the portion of this Contract to be terminated. Where County affords Contractor the option to cure Contractor may avoid the termination of this Contract if Contractor corrects the causes for the reasons for termination stated in the notice to the satisfaction of County, as determined by County, prior to the effective date of termination, or an extended date if agreed to in writing by the Parties.

22.6 **Results of Termination.**

22.6.1 **Cancellation of Outstanding Orders.** Upon termination or receipt of notice to terminate, whichever occurs first, Contractor shall cancel, withdraw, or otherwise terminate any outstanding orders or Subcontracts related to the performance of this Contract, or the part of this Contract to be terminated, and shall cease to incur any and all Contract costs under them. County shall not be liable to Contractor for costs incurred after termination of this Contract. County shall not under any circumstances be liable to Contractor's creditors or Subcontractors for any payments under this Contract.

22.6.2 **Continued Liability.** Notwithstanding any exercise by County of its right of suspension under Section 21.0 of this Contract or of early termination pursuant to this Section 22.0 or any provision of this Contract, Contractor shall not be relieved of any liability to County for damages due to County by virtue of any breach of this Contract by Contractor, or for any amounts paid to Contractor by County and determined by County to be overpayment(s), disallowed payment(s), or payment(s) subject to refund under the terms of this Contract. County may withhold payments to Contractor until the exact amount of damages or payments due to County from Contractor is agreed upon or is otherwise determined, and is paid in full.

22.6.3 **Transition.** Where applicable, at the end of the Contract Term or at the time of any other Contract termination or cancellation, the Contractor shall in good faith and in reasonable cooperation with County, aid in transition to any new arrangement or provider of services which have been provided under this Contract as necessary to protect Client interests.

22.7 **Immediate Termination.** Nothing in this Section 22.0, or any other provision of this Contract, shall be construed to limit County's authority to withhold payment and immediately suspend Contractor's performance under this Contract if County identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other serious deficiencies in Contractor's performance. County shall notify Contractor in writing (including fax and/or email) of such suspension. Suspension shall be a temporary measure pending either corrective action by Contractor or a decision by County to terminate this Contract. County shall not be liable for any costs incurred by Contractor during suspension of this Contract under this Section 22.7.

VIII. MISCELLANEOUS PROVISIONS

23.0 **INDEPENDENT CONTRACTOR.**

23.1 The Parties expressly agree that Contractor is an independent contractor and assumes all of the rights, obligations and liabilities applicable to it as an independent contractor. No employee of Contractor shall be considered an employee of County or gain any rights against County pursuant to County's personnel policies. The relationship of County and Contractor under this Contract is not and shall not be construed or interpreted to be a partnership, joint

venture or agency. The relationship of the Parties shall be an independent contractor relationship. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other Party or which shall hold itself out to be binding on the other Party.

24.0 SUBCONTRACTS

24.1 **Prior Approval.** Contractor shall not be reimbursed for costs incurred by any Subcontractors for any service or activity relating to the performance of this Contract without the prior written approval of such Subcontract or the prior written waiver of this right of approval from County through the Purchasing Agent. Approval of this Contract will constitute approval as required by this Section 24.1 for those Subcontracts/Subcontractors specifically identified in the Contract terms, including the Attachments.

24.2 **Contractor Responsibility.**

24.2.1 **Subcontractor Compliance.** Contractor is wholly responsible to County for the performance under this Contract, whether such performance is provided directly by Contractor or indirectly by any Subcontractor. Contractor is responsible to County for the performance of any Subcontractor, and shall monitor both financial and programmatic performance and maintain pertinent records concerning Subcontractor(s) that shall be available for inspection by County. Contractor shall ensure that its Subcontractors comply with all applicable terms of this Contract (including terms related to records and reports) as if the performance rendered by the Subcontractor was being rendered by Contractor. Contractor shall inspect all Subcontractors' work and shall be responsible for ensuring that it is completed in a good and workmanlike manner pursuant to the terms of this Contract.

24.2.2 **Subcontract Terms.** Contractor agrees that all Subcontracts will include provisions which require compliance with all applicable federal, state, and local laws, rules, regulations and policies; with the applicable terms of this Contract; and with any provisions such as may be reasonably requested by County; and shall also include provisions ensuring the following:

(a) The disclosure of any other contracts with County at the time the agreement is signed or at any time during the Contract Term. If such agreement exists, Subcontractor shall warrant and guarantee that Subcontractor will report and receive payment for each service/participant only from County funds under this Contract; and that there will be no duplicate payments for those services/participants reported under this Contract from any other sources or from County under any other contract or agreement.

(b) Agreement:

(i) to reasonably cooperate with any County inquiry or investigation into Subcontractor and/or participant complaints; and

(ii) to maintain confidentiality of information and security of all records as required by law and the terms and conditions of this Contract; and

(iii) that Contractor has the sole responsibility for payment for services rendered by Subcontractor; and, in the event of non-payment, insolvency or cessation of operations, sole recourse of Subcontractor against Contractor will be through Contractor or the bankruptcy estate of Contractor; and

(iv) that County is not liable for any payment to Subcontractor; and

(v) to warrant that Subcontractor has systems in place to identify and document services to Eligible Clients according to different funding sources; and

(vi) to warrant that any service/participant for which County pays will not also be paid for by any other funding source or by County under any other contract, pursuant to Section 15.3 of this Contract; and

(vii) to assure Contractor's ability to meet all Contract requirements, including but not limited to reporting requirements.

24.3 **Contract Limitation.** This Contract sets out the agreements and obligations between County and Contractor only, and does not obligate County in any way to any of Contractor's Subcontractors, nor to any other third party. This Contract creates no third party beneficiary rights as between County and any of Contractor's Subcontractors. Contractor has the sole responsibility for payment for services rendered by Subcontractors with Subcontractor's sole recourse in the event of Contractor non-payment, insolvency or cessation of operations against Contractor or Contractor's bankruptcy estate. County shall not under any circumstances be liable to Contractor's creditors or Subcontractors for any payments under this Contract. Contractor agrees to include notice of the requirements in this section in every Subcontractor agreement.

24.4 **HUB.** Contractor agrees to make a "good faith" effort to take all necessary and reasonable steps to insure HUBs the maximum opportunity to be Subcontractors under this Contract where suitable HUB Subcontractors exist. Contractor must report all expenditures made to HUB Subcontractors to the County Purchasing Agent. Failure by Contractor to make such good faith effort to employ HUBs as Subcontractors constitutes a breach of this Contract and may result in termination. The Parties agree that HUB requirements and determinations will be made by the County Purchasing Agent, and that Contractor will contact the County Purchasing Agent with any questions regarding this provision.

24.5 **Level of Service.** Contractor will ensure the provision of timely and quality professional services by individuals, agencies, or other Subcontractors which will meet or exceed applicable licensing and regulatory and professional standards applicable to the service provided and will provide County relevant documentation of such licenses upon request.

24.6 **Payment to Subcontractor(s).** Contractor shall make its best effort to pay Subcontractor(s) for undisputed claims for services rendered within five (5) business days of receipt of payments and/or advances from County corresponding to those services under the terms of this Contract. This Section 24.6 refers only to obligations under this Contract between County and Contractor, and does not operate to contradict or change the provisions in Section 24.3.

25.0 **MONITORING**

25.1 **County Monitoring.** County, either directly or through TCHHSVS, reserves the right to perform periodic on-site monitoring of Contractor's (and Subcontractors') compliance/performance with the terms of this Contract, and of the adequacy, effectiveness and timeliness of Contractor's performance under this Contract. Such monitoring visit may include review of any and all performance activities as well as any and all records or other documentation maintained in relation to Contractor's performance under this Contract. Within thirty (30) days of each monitoring visit, County shall provide Contractor with a written report of the monitor's findings. If the report notes deficiencies in Contractor's performances under the terms of this Contract, it shall include requirements and deadlines for the correction of those deficiencies by Contractor. Contractor shall take action specified in the monitoring report prior to the deadlines specified. Failure to make required changes in a timely manner may result in termination of the Contract by County. County may provide technical assistance to Contractor and may request changes in Contractor's accounting, administrative and management procedures in order to correct any deficiencies noted.

26.0 **NOTICES**

26.1 **Requirements.** Except as otherwise specifically noted in this Contract, any notice required or

permitted to be given under this Contract by one Party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth 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 specified as follows:

26.2 **County Address.** The address of County for all purposes under this Contract shall be:

Sherri Fleming, County Executive (or her successor)
Travis County Department of Health, Human Services,
and Veterans' Services
100 N. IH 35, Suite 3700
Austin, Texas 78701

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

Honorable David Escamilla (or his successor in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
ATTENTION: Civil Transactions

and

Cyd Grimes, Purchasing Agent (or her successor)
Travis County Purchasing
P. O. Box 1748
Austin, Texas 78767

26.4 **Contractor Address.** The address of the Contractor for all purposes under this Contract and for all notices hereunder shall be:

Ending Community Homelessness Coalition, Inc.
P. O. Box 301228
Austin, Texas 78703

26.5 **Change of Address.** Each Party may change the address for notice to it by giving notice of the change in compliance with Section 26.0. Any change in the address, including a change in the Contractor's Executive Director or Chairperson of the Board of Directors, shall be reported to the County Executive and the Purchasing Agent within twenty (20) days of the change.

26.6 **Change of Name and/or Identity.** Contractor shall notify the Purchasing Agent and TCHHSVS County Executive immediately in writing, and in advance where possible, of any significant change affecting the Contractor, including change of Contractor's name or identity, ownership or control, payee identification number and other. Failure to provide such information in a timely manner may delay payment under this Contract or result in other action by County regarding Contractor's status under this Contract. Notice shall include copies of relevant paperwork evidencing any change, including copies of new W-9 Form or other forms required to be filed to effect such change. No change in the obligation of or to Contractor will be recognized until it is approved by the Purchasing Agent and/or Commissioners Court (according to applicable statute and County policy). Failure to timely provide notice under this Section 26.6 may result in delay of payment. Where any change involves an assignment by Contractor of rights or obligations under this Contract, such assignment shall be approved by County pursuant to Section 28.0.

27.0 **PROHIBITIONS**

27.1 **County Forfeiture of Contract.** If Contractor has done business with a Key Contracting Person as listed in Exhibit "A" to Attachment G during the 365 day period immediately prior to the date of execution of this

Contract by Contractor or does business with any Key Contracting Person at any time after the date of execution of this Contract by Contractor (including business done during any Renewal Term of this Contract) and prior to full performance of this Contract, Contractor shall forfeit all County benefits of this Contract and County shall retain all performance by Contractor and recover all considerations, or the value of all consideration, paid to Contractor pursuant to this Contract. Contractor shall notify County of any change in the information submitted with this Contract as to the Ethics Affidavit within twenty (20) days of such change throughout the Initial Term and/or any Renewal Term.

27.2 Conflict of Interest.

27.2.1 General Conflict. Contractor shall ensure that no person who is an employee, agent, consultant, officer, or elected or appointed official of Contractor, or member of Contractor's governing body, who exercises or has exercised any functions or responsibilities with respect to activities performed pursuant to this Contract or who is in a position to participate in a decision-making process or gain inside information with regard to these activities has or may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, Subcontract or agreement with respect to it, or the proceeds under it, either for him or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

27.2.2 Questionnaire. If required by Chapter 176, Texas Local Government Code, the Contractor shall complete and file a Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, 78751. The Contractor shall update this Questionnaire by September of each year for the duration of this Contract as required by Chapter 176 of the Local Government Code. In addition, if any statement on this submitted Questionnaire becomes incomplete or inaccurate, the Contractor shall submit an updated Questionnaire. The Contractor should note that the law requires the County to provide access to this Questionnaire on the official Travis County Internet website.

27.3 Solicitation. Contractor warrants that no persons or selling agency was or has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or, in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

27.4 Gratuities. County may cancel this Contract if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor or any agent or representative to any County official or employee with a view toward securing favorable treatment with respect to the performing of this Contract. In the event this Contract is cancelled by County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover from Contractor a sum equal in amount to the cost incurred by Contractor in providing such gratuities. Contractor's employees, officers and agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Subcontractors or potential Subcontractors. Contractor shall establish safeguards to prohibit its employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

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

28.0 ASSIGNABILITY

28.1 Written Approval. County will not recognize assignment by Contractor of any of the rights or duties created by this Contract without the prior written approval of such assignment by County. This provision includes

assignment, sale, merger or any other action resulting in any change in the status of Contractor. Submission of a request for approval under this Section 28.1, "Assignment," shall be made in writing to the Purchasing Agent and the Purchasing Agent and Department shall submit to Commissioners Court for approval according to County procedures. Failure to secure the approval required in this Section 28.1 may result in delay of payment or other sanctions.

28.2 **Binding Agreement.** Subject to Section 28.1, this Contract shall be binding upon the successors, assigns, administrators, and legal representatives of the Parties to this Contract.

29.0 **LEGAL AUTHORITY**

29.1 **Contractor Authority.** Contractor guarantees that Contractor possesses the legal authority to enter into this Contract, receive funds authorized by this Contract, and to perform the services Contractor has obligated itself to perform under this Contract.

29.2 **Signors.** The person or persons signing this Contract on behalf of Contractor, or representing themselves as signing this Contract on behalf of Contractor, do hereby warrant and guarantee that he, she or they have been duly authorized by Contractor to sign this Contract on behalf of Contractor and to bind Contractor validly and legally to all terms, performances, and provisions in this Contract.

29.3 **Suspension.** County shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Contractor or the person signing this Contract to enter into this Contract or to render performances under it. Contractor and any person signing this Contract are liable to County for any money disbursed by County for performance of the provisions of this Contract, if County has suspended or terminated this Contract for breach of Section 29.1 or Section 29.2.

30.0 **INTERPRETATIONAL GUIDELINES**

30.1 **Computation of Time.** When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that County has declared a holiday for its employees, these days shall be omitted from the computation.

30.2 **Numbers and Gender.** Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Contract clearly requires otherwise.

30.3 **Headings.** The headings at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that section or subsection, and are not to be used in construing this Contract.

30.4 **Use of Terms.** The Parties agree that the terms "shall" and "will" are used interchangeably in this Contract.

31.0 **OTHER PROVISIONS**

31.1 **Exemption From County Purchasing Act.** Pursuant to TEX. LOCAL GOVERNMENT CODE ANN. § 262 et seq., Commissioners Court hereby orders that this Contract is exempt from the requirements of the County Purchasing Act because it is a Contract for the purchase of personal or professional services or meets other requirement(s) for exemption pursuant to applicable law.

31.2 **Survival of Conditions.** Applicable provisions of this Contract, as determined by County, shall survive beyond termination or expiration of this Contract until full and complete compliance with all aspects of these provisions has been achieved where the Parties have expressly agreed that those provisions should survive any such termination or expiration or where those provisions remain to be performed or by their nature would be intended to be

applicable following any such termination or expiration date.

31.3 **Non-Waiver of Default.** One or more acts of forbearance by any Party to enforce any provision of this Contract or any payment, act or omission by any Party shall not constitute or be construed as a waiver of any breach or default of any other Party which then exists or may subsequently exist.

31.4 **Reservation of Rights.** If any Party to this Contract breaches this Contract, the other Party(ies) shall be entitled to any and all rights and remedies provided for by the Texas law and any applicable Federal laws or regulations. All rights of County, under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. The exercise of or failure to exercise any right or remedy in this Contract of County or the failure to act in accordance with law based upon the other Party's breach of the terms, covenants, and conditions of this Contract, or the failure to demand the prompt performance of any obligation under this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken or not taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

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

31.6 **Severability.** If any portion of this Contract is ruled invalid by a court of competent jurisdiction, the remainder of it shall remain valid and binding. If federal, state or local laws or other requirements are amended or judicially interpreted so as to render continued fulfillment of this Contract, on the part of either Party, substantially unreasonable or impossible, and if the Parties should be unable to agree upon any amendment that would therefore be needed to enable the substantial continuation of the services contemplated in this Contract, the Parties shall be discharged from any further obligations created under the terms of this Contract, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination.

31.7 **Political Activity.** Contractor shall not use any of the performance under this Contract or any portion of the Contract Funds for any activity related to influencing the outcome of any election for public office, or any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Contractor from furnishing to any member of its governing body upon request or to any other local or state official or employee, or to any citizen, information in the hands of the employee or official not considered under law to be confidential. No Contract Funds can be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive or judicial branches of the government of Contractor, the State of Texas or the government of the United States.

31.8 **Sectarian Activity.**

31.8.1 **Religious Influence.** Within the limits and understandings set forth in Section 31.8.2, Contractor shall ensure, and require all Subcontractors to ensure, that provision of services under this Contract shall be carried on in a manner free from religious influence. Contractor shall not execute any agreement with any primarily religious organization to receive Contract Funds from Contractor unless the agreement includes provisions such as those set forth in this Section 28.8 or as provided by County, to effectuate this assurance. Contractor shall submit such agreements to County prior to the release of Contract Funds to such Subcontractor.

31.8.2 **Civil Rights Act, Section 702 Application.** Contractor and County agree to be bound by the following as to Subcontractor(s) and Contractor respectively, and Contractor shall include these requirements in any Subcontract under this Contract:

(a) A religious organization that enters into a contract with County (or Subcontractor who enters into a Subcontract with Contractor) does not by so contracting lose exemption provided under Section 702 of the Civil Rights Act (42 U.S.C., Section 2000E-1(a)) regarding employment practices. A religious or charitable organization is eligible to be a Contractor on the same basis as any other private organization. Contractor retains its independence from State and Local governments, including the Contractor's control over the definition, development, practice, and expression of its religious beliefs. Except as provided by federal law, County shall not interpret this Contract to require a religious organization to alter its form of internal governance or remove religious art, icons, scripture or other symbols.

(b) Neither the County's selection of charitable or faith-based Contractor of social services nor the expenditure of funds under this Contract is an endorsement of the Contractor's charitable or religious character, practices or expressions. The purpose of this Contract is the provision of social services. No expenditures have as their objective the funding of sectarian worship, instruction or proselytization.

(c) No provider of social services for the County may discriminate against any Client on the basis of religion, a religious belief, or any Client's refusal to actively participate in a religious practice. If a Client believes that their rights have been violated, that complaint should be discussed with a County representative immediately.

(d) Neither the County's selection of charitable or faith-based Contractor of social services nor the expenditure of funds under this Contract is an endorsement of the Contractor's charitable or religious character, practices or expressions.

31.8.3 Client Advisement. Contractor shall reasonably apprise all Eligible Clients of the requirements in this Section 31.8, and shall ensure the provision of services pursuant to these provisions:

31.8.4 Additional Rights. Section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (8 U.S.C. Section 604a) sets forth certain additional rights and responsibilities for charitable and faith-based providers of social services, certain additional rights of assisted individuals, and certain additional responsibilities of County to providers and assisted individuals. This Contract is subject to those additional rights and responsibilities.

31.9 Publicity. In any publicity prepared or distributed by or for Contractor, the funding through County shall be mentioned as having made the project possible. Prior to publication or any disbursement of such publicity, Contractor must provide a copy of the final form of the publicity and secure the approval of the County Executive . When appropriate as determined by County Executive , Contractor shall publicize the services and activities of Contractor under this Contract.

31.10 Disputes.

31.10.1 Contract Issues. At any time that Contractor has an issue, problem, dispute, or other question ("issue") concerning this Contract, Contractor may first contact County through County Department/County Executive . Contractor shall provide written notice of the issue to County Department/County Executive , with such written notice including a specific written description of the issue as well as the Contractor's desired resolution of the issue. Contractor and County will make a good faith effort to resolve the issue to their mutual satisfaction in a timely manner. It is understood and agreed that any resolution of the issue which necessitates a change in any term or condition of this Contract, including a waiver of any term or condition, shall be handled only as a written amendment pursuant to Section 3.0 of this Contract. Any issue not resolved satisfactorily to both Parties under Section 31.10.1 may be addressed pursuant to Section 31.10.2 - 31.10.3 of this Contract.

31.10.2 Dispute Resolution - Administration by Purchasing Agent. When the Contractor and/or

County have been unable to successfully resolve any question or issue related to this Contract presented to the County under this Section 31.10, the Contractor or County shall then present the matter to the Purchasing Agent by providing the Purchasing Agent with written notice of the dispute. Such notice shall contain a specific written description of the issues involved as well as the Contractor's requested resolution of the dispute and any other relevant information which Contractor desires to include. As of the receipt of such notice by the Purchasing Agent, the Purchasing Agent will act as the County representative in any further issuances and in the administration of this Contract in relation to the described dispute. Unless otherwise stated in this Contract, any document, notice or correspondence in relation to the disputes at this stage not issued by or to the Purchasing Agent is may be considered void. If the Contractor does not agree with any document, notice or correspondence relating to the dispute issued by the Purchasing Agent or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent with a copy to the County Executive within ten (10) calendar days after receipt of the document, notice or correspondence, outlining the exact point of disagreement in detail. The Purchasing Agent will issue a written notice of the final resolution of the dispute to the Contractor within thirty (30) days of receipt of the initial written notice of dispute by the Purchasing Agent. If this final resolution does not resolve the dispute to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. The Purchasing Agent will provide a copy of such response to the County Executive. This Notice of Appeal must be submitted within ten (10) calendar days after receipt of the unsatisfactory final resolution. Contractor then has the right to be heard by Commissioners Court and the Purchasing Agent will coordinate placing the matter on the Commissioners Court agenda.

31.10.3 Mediation. If the Contractor is not satisfied with the resolution of the dispute pursuant to Section 28.10, Contractor shall notify the County Executive, and, if mediation is acceptable to both Parties in resolving the dispute arising under this Contract, the Parties agree to use the Dispute Resolution Center of Austin, Texas, or another mediation group as chosen by County and approved by Contractor, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. 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 TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless both Parties agree, in writing, to waive the confidentiality.

31.11 Coordination. Contractor shall coordinate and share information with other Travis County Health and Human Services programs and CAN in any way that is appropriate as determined by County to maximize the benefit to Eligible Clients in City of Austin/Travis County and to avoid duplication of services.


31.12 County Public Purpose. By execution of this Contract, the Commissioners Court hereby finds that the issues, problems and needs to be addressed by the services to be provided under the terms of this Contract, and specifically set forth in Attachment A hereto, constitute a significant public concern impacting members of the indigent population which the County serves. The Commissioners Court further finds that the provision of services to be provided by Contractor pursuant to this Contract will further the public purpose of addressing those health and human services issues, problems and needs identified in this Contract (including Attachment A) for qualified individuals.

31.13 Force Majeure. Neither Party shall be financially liable to the other Party for delays or failures to perform in Contract performance caused by force majeure (i.e. those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to perform shall extend the period of performance until these exigencies have been removed. The party seeking to avail itself of this clause shall notify the other Party within five (5) business days or otherwise waive the right as a defense, unless notification is impractical under the circumstances, in which case notification shall be done in as timely a manner as possible. Contractor agrees that breach of this provision entitles County to reduce or stop payments or immediately terminate this Contract.

31.14 **Other Agreements.** It is understood and agreed by all Parties that the terms of this Contract do not in any way limit or prohibit current or future agreements between any of the Parties for the provision of additional services as mutually agreed to in writing by those Parties.

BY THE SIGNATURES AFFIXED BELOW, the above Contract is hereby accepted as all the terms and conditions of this Contract.

CONTRACTOR:
ENDING COMMUNITY HOMELESSNESS COALITION, INC.

By: 
Its Duly Authorized Agent
Printed Name: Edward M. Horne
Title: Board President

Date: 7-23-12

TRAVIS COUNTY

By: _____
Samuel T. Biscoe
County Judge Date: _____

County Approvals:

As to Legal Form:

Assistant County Attorney Date: _____
Funds Certified By:

Susan Spataro, County Auditor Date: _____
Purchasing:

Cyd Grimes, Purchasing Agent Date: _____

Attachment A Program Cover Page – Form #2*

Attachment B Program Work Statement – Form #3

Attachment C Special Conditions (if applicable)*

COUNTY OBLIGATIONS

1. **Pursuant to the terms of this Contract, County agrees to:**

1.1 **Office Space.** Provide office space for Contractor's use on the first floor of the Palm Square Office Building located at 100 N. IHI 35 ("Facility") as designated on the attached chart ("Office Space"). Such space will be as described in the attached floor plan (Exhibit 1 to this Attachment C) and will be used subject to the terms and conditions of this Contract. "Facility," as used in this Contract, includes the Office Space, common areas, parking areas and other portions of the office building within which the Office Space is located necessary to the full use of the property as described under this Contract and agreed to by County.

1.2 **Shared Space.** Provide shared space as approved by County Executive.

1.3 **Occupation and Use.** Grant Contractor a license to enter, use and occupy the Office Space between the normal business operating hours of the Facility (generally, 8:00 a.m. to 5:00 p.m.). Additional hours are discouraged; however, Contractor may seek approval for additional hours by contacting the County Executive, with such use only being allowed upon receipt by Contractor of written approval signed by the County Executive.

1.4 **Parking.** Provide Contractor access to parking as available in the parking lot adjacent to the Facility.

1.5 **Furnishings.** Provide office furnishings as are available to County.

1.6 **Utilities.** Provide water, heat and air conditioning in season, and any other normal and customary utilities every day during normal business operating hours; and janitorial services, including trash disposal, on the routine County schedule that meet or exceed requirements imposed by local, state or federal health regulations, policies and standards.

1.7 **Common Areas.** Maintain the public and common areas of the Facility, including sidewalks and parking lots, in reasonably good order and condition.

CONTRACTOR OBLIGATIONS

1. **Contractor Services.** Pursuant to the terms of this Contract, Contractor will provide the following services:

1.1 Coordinate and submit Austin/Travis County COC's annual application for HUD funds directed toward preventing and ending homelessness.

1.2 Recruit volunteers and conduct the annual Point in Time Count – required by HUD for the COC process.

1.3 Develop plan, recruit volunteers and lead the Austin Travis County Homelessness Awareness Campaign, including the Homeless Resource Fair and other community education opportunities.

1.4 Improve data collection and reporting regarding the Austin Travis County homeless population, including needs, services and access to housing.

1.5 Share reports generated by the Homeless Management Information System regarding community

data from the Austin Travis County homeless population, including needs, services and access to housing.

1.6 Continue progress towards ending homelessness as outlined in the ECHO Community Plan to End Homelessness.

1.7 Provide reports to County in a format approved by County on provision of the above services, and provide such other information as may reasonably be requested by County in relation of the use of the Office Space under this Contract.

2.0 Contractor Obligations. Contractor agrees to the following:

2.1 Infrastructure. Contractor will provide any and all infrastructure improvements not provided by County as a matter of routine business, including any internet and information systems beyond that which is provided by County within the location. Request for any such work will be provided to County Executive in writing, and will only be done by Contractor after receipt of written approval by the County Executive and in coordination with County staff.

2.2 Staff. Contractor will provide staff of four to five individuals to complete Contractor's work under this Contract.

2.3 Conviction Data (if applicable). So long as it is not in conflict with federal law, including the Privacy Act (5 U.S.C. 552a) and HIPAA, Contractor agrees to provide releasable conviction data on employees, interns and volunteers or agents whose duties place them in direct contact with clients (if any) in accordance with Vernon's Texas Codes Annotated, Health and Safety Code (533.02(a), as amended). Data (if releasable) must be reported to TCHHSVS and updated annually for all employees. Should any employee have been convicted, received a probated sentence, or for whom there exists an arrest warrant or wanted persons notice relevant to his employment, Contractor will immediately remove the employee from any direct contact with clients served. Note that the special acceptations maybe made with approval from the Commissioners Court and the County Executive for TCHHS/VS. If Contractor, its employees or agents, has a conviction as described in this section of the Agreement, then this Agreement may be terminated without prior notice. For the purposes of this Agreement, a crime relevant to a person's employment and/or duties shall be define as any sexual offense, drug-related offense, homicide, theft, assault, battery, or any other crime involving personal injury or threat to another person and or the United States of America.

2.4 Services and Activities. Contractor will perform only those services and activities within the Facility as related to the data creation and maintenance of a homeless management data base and with the planning and coordination activities associated with the activities as set forth in this Contract. Any use other than that described will be granted with written permission of the County Executive. Notwithstanding any provision to the contrary, Contractor's activities will not include any direct client contact within the Facility.

2.5 Additional Furnishings. Contractor will provide any office furnishings needed by Contractor beyond those provided by County.

2.6 Directives. Contractor will at all times obey the directions and commands of the County Executive or her designated representative, the Director of the Facilities Management Department or his designated representatives, and the Travis County Sheriff and Sheriff's Office with respect to the use of the Facility. In addition, Contractor shall cooperate and coordinate with any other county employees or guests at the Facility.

2.7 Alterations. Contractor shall not use or permit the Office Space to be used for any purposes other than that stated in this Contract, or make or allow to be made any major alterations or physical additions in or to the Office Space without written approval of the County Executive. No structural changes to the Office Space shall be made or permitted to be made by Contractor. Any request for changes will be made in writing to the County Executive who will determine the appropriate method of addressing such request.

2.8 Limitations. Contractor will not use, occupy or permit the use and occupancy of the Office Space or any portion of the Facility for any purpose which is, directly or indirectly forbidden by law, ordinance or governmental or municipal regulation or order, or which may be dangerous to life, limb or property or to create waste; or permit the maintenance of any public or private nuisance; or permit anything to be done which would increase the fire and extended coverage insurance rate on the Facility as determined by County.

2.9 Keys. Keys and other devices related to main access of Office Space will be maintained by County and keys or other necessary devices provided to Contractor according to County policies and procedures.

2.10 Conference/Meeting Rooms. Conference rooms and meeting rooms will be reserved in advance on a first come first serve basis by contacting County scheduling staff as directed by County through TCHHSVS. Contractor is responsible for setting up and breaking down conference rooms that are used for meetings according to County policies and procedures. Contractor is responsible for general cleaning of any space used, including shared kitchen space. Routine cleaning by County custodians will be provided.

2.11 Signage. Signs, posters and banners may not be displayed without permission from the County Executive.

2.12 Equipment. Contractor will use and maintain office equipment within the Facility as directed by County. Any use of County equipment will only be with the written approval of County Executive. Contractor will be responsible for any damage to any County equipment caused by Contractor.

2.13 Return. Contractor hereby covenants and agrees to surrender and return the Office Space and any fixtures in as good condition as when Contractor originally took possession, ordinary wear and tear, fire or other casualty not caused by Contractor's negligence, and natural deterioration excepted, promptly at the termination of this Agreement by lapse of time or otherwise; provided, however, that all Contractor's fixtures and personal property shall be removed on or prior to the date of termination of this Agreement and those fixtures and personal property not removed from the Office Space within thirty (30) days after date of termination of this Agreement shall be presumed to have been abandoned by Contractor.

3.0 Acknowledgement. Contractor acknowledges and agrees that:

3.1 Loss. County is not responsible for Contractor property is lost, stolen, vandalized or damaged.

3.2 Safety. Contractor shall be solely responsible at all times for the actions and safety of those persons representing Contractor entering, using and occupying the Facility under this Contract, including, without limitation, protecting such persons from injury or death and protecting County's property and the property of such persons from loss of damage. Contractor will conduct its business and control its agents, employees and invitees in such a manner as not to create any nuisance, interfere with, annoy or disturb other persons utilize space in the Facility.

3.3 Improvements. Except as expressly provided herein, neither County nor any agent of County has made an representation or warranty with respect to the Facility and the improvements thereon or with respect to the suitability of either for the conduct of Contractor's business, nor has County agreed to undertake any modification, alteration or improvement to the Facility.

3.4 Assignment. Contractor may not assign , transfer or sublet any part of the use of the Facility.

3.5 Risk. All personal property brought to the Facility shall be brought at Contractor's risk only, and that County shall not be liable for any damage thereto or loss, theft or disappearance thereof.

3.6 County Access. County or its officers, agents and representatives shall have the right to enter into and upon any and all parts of the Facility at reasonable hours (or, in an emergency, at any hour) to inspect the same, to clean, or to make any repairs, alterations or additions that County may deem necessary (but without any obligation

to do so, except as expressly provided for herein).

3.7 Taking. That if, at any time, the whole or any part of the Facility shall be taken for any public or quasi-public use, under any statute or by right of eminent domain, this agreement for use shall terminate on the date of such taking.

3.8 Failure to Fund. That, notwithstanding anything to the contrary, if at any time during the term of this Contract, the Commissioner Court fails to provide funding for the Facility or makes any decision to sell the Facility, County may give Contractor notice (thirty (30) day or as soon as information of such failure to fund or sale is available to County) and the use of such Facility will be terminated without any liability on the part of County.

4.0 Insurance. In addition to any other insurance requirements set forth in this Contract, Contractor agrees, without in any way limiting the liability of Contractor or its obligations under this Contract, to maintain during the term of this Contract, liability insurance with the County named as additional insured, with combined minimum bodily injury and property damage limits of \$600,000 per occurrence and \$1,000,000 in the aggregate. Contractor will provide County with a certificate from its carrier evidencing such insurance prior to entering the Facility. If there is a conflict between the insurance requirements in this Attachment C and other provisions of the Contract, the more stringent requirement will apply.

Attachment D Program Budget – Form #4

Attachment E Program Budget Narrative – Form #5

Attachment F Total Program Staff Positions and Time – Form #6

Attachment G Total Program Funding Summary – Form #7

Attachment H Subcontracted Expense Form – Form #8

Attachment I Performance Report Definition Tool – Form #9*

Attachment J Insurance Requirements*

INSURANCE REQUIREMENTS

Contractor shall have, and shall require all subcontractors providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or alternate insurance options shall be imposed as follows:

I. General Requirements Applicable to All Contractors' Insurance.

The following requirements apply to the Contractor and to Subcontractor(s) performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

- A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.
- B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher.
- C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to County immediately upon execution of this Contract.
- D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Travis County Purchasing Agent within ten (10) working days of execution of the contract by both parties or the effective date of the Contract, whichever comes first. The Certificate(s) shall show the Travis County contract number and all endorsements by number.
- E. Insurance required under this Contract which names Travis County as Additional Insured shall be considered primary for all claims.
- F. Insurance limits shown below may be written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.
- G. County shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.
- H. County reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.
- I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.
- J. Insurance coverage specified in this Contract is not intended and will not be interpreted to limit the responsibility or liability of the Contractor or subcontractor(s).

II. Specific Requirements

The following requirements (II.A - II.E, inclusive) apply to the Contractor and Subcontractor(s) performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are:
 - \$500,000 bodily injury each accident
 - \$500,000 bodily injury by disease
 - \$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Travis County and City of Austin:
 - a. Waiver of Subrogation (Form 420304)
 - b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance

1. Minimum limit:
 - \$500,000* per occurrence for coverage A and B with a
 - \$1,000,000 policy aggregate
2. The Policy shall contain or be endorsed as follows:
 - a. Blanket contractual liability for this Contract
 - b. Independent Contractor Coverage
3. The Policy shall also include the following endorsements in favor of Travis County
4.
 - a. Waiver of Subrogation (Form CG 2404)
 - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
 - c. Travis County named as additional insured (Form CG 2010)

*** Supplement Insurance Requirement** If child care, or housing arrangements for clients is provided, the required limits shall be:

\$ 1,000,000 per occurrence with a
\$ 2,000,000 policy aggregate

C. Business Automobile Liability Insurance†

1. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$300,000* per occurrence
2. Policy shall also include the following endorsements in favor of Travis County
 - a. Waiver of Subrogation (Form TE 2046A)
 - b. Thirty (30) day Notice of Cancellation (Form TE 0202A)
 - c. Travis County named as additional insured (Form TE 9901B)

† **Alternative Insurance Requirement**

If NO transportation services of any type is provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of

\$ 100,000/\$300,000/\$50,000

may be provided in lieu of Business Automobile Liability Insurance

D. Professional Liability/E & O Insurance

1. Coverage shall be provided with a minimum limit of \$1,000,000 per claim /\$3,000,000 aggregate to cover injury to a child while the child is in the care of Contractor or Subcontractor and to cover negligent acts, sexual harassment, errors, or omissions arising out of Professional Services under this Contract.
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date this Contract is signed and/or effective, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting dates.
3. Subcontractor(s) who are not covered under Contractor's professional liability insurance shall provide Contractor with current certificates of insurance annually on the renewal date of their insurance policy.

E. Blanket Crime Policy Insurance

1. If an advance against Contract Funds is requested or received in an amount greater than \$5,000, a Blanket Crime Policy shall be required with limits of the Contract Funds allocated in the Contract or the amount of scheduled advances.
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three- (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.

Attachment K Ethics Affidavit*

ETHICS AFFIDAVIT

STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: _____
Name of Affiant: _____
Title of Affiant: _____
Business Name of Proponent: _____
County of Proponent: _____

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Proponent to make this affidavit for Proponent.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Proponent has received the list of key contracting persons associated with this solicitation which is attached to this affidavit as Exhibit "1".
5. Affiant has personally read Exhibit "1" to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit "1" with whom Proponent is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in the solicitation.

Signature of Affiant

Address

SUBSCRIBED AND SWORN TO before me by _____ on _____, 20__.

Notary Public, State of _____

Typed or printed name of notary

My commission expires: _____

EXHIBIT 1
LIST OF KEY CONTRACTING PERSONS
NOVEMBER 4, 2011

CURRENT

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe	
Executive Assistant	Cheryl Brown	
Executive Assistant	Melissa Velasquez	
Executive Assistant	Josie Z. Zavala	
Executive Assistant	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	Jacob Cottingham*	
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	Vacant	
County Executive, Emergency Services	Danny Hobby	
County Executive, Health/Human Services	Sherri E. Fleming	
County Executive, TNR	Steven M. Manilla, P.E.*	
County Executive, Justice & Public Safety	Roger Jefferies	
Director, Facilities Management	Roger El Khoury, M.S., P.E.	
Chief Information Officer	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 Division	Prema Gregerson	
Purchasing Agent	Cyd Grimes, C.P.M.	
Assistant Purchasing Agent	Marvin 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 IVPatrick Strittmantter*
 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 IIIShannon Pleasant, CTPM*
 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 II.....C.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

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
County Executive, TNR.....	Joseph Gieselman	01/31/12
Purchasing Agent Assistant IV	Oralia Jones, CPPB	07/31/12
County Executive, Planning & Budget.....	Rodney Rhoades	08/19/12

* - Identifies employees who have been in that position less than a year.



Travis County Commissioners Court Agenda Request

Meeting Date: March 6, 2012

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 Samuel T. Biscoe

A handwritten signature in blue ink, which appears to read "Leroy Nellis", is written over the printed name of the elected official.

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

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

STAFF RECOMMENDATIONS: Please see attached documentation.

ISSUES AND OPPORTUNITIES: Please see attached documentation.

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

REQUIRED AUTHORIZATIONS:

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

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

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.

BUDGET AMENDMENTS AND TRANSFERS

FY 2012

3/6/2012

AMENDMENTS

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1		001	9800	981	9840	Reserves	IJS/FACTS Reserve		\$ 584,694	1
		001	1243	523	4007	ITS	Consulting	\$ 476,875		
		001	1243	523	6099	ITS	Other Purchased Services	\$ 51,075		
		001	1243	523	6503	ITS	Travel, Meals, Lodging	\$ 56,744		

TRANSFERS

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
T1		001	5715	536	6103	Records Mngt	Rent-Office Equipment		\$ 3,358	7
		001	5710	536	3001	Records Mngt	Office Equip,Furn & Supp	\$ 3,358		
T2		001	5715	536	6103	Records Mngt	Rent-Office Equipment		\$ 2,879	7
		001	1210	523	3002	Records Mngt	Software	\$ 2,219		
		001	1230	523	3002	Records Mngt	Software	\$ 513		
		001	1230	523	5002	Records Mngt	Maintenance Agrmnts-DP	\$ 147		

OTHER

Approve cell phone allowances for two staff members
(Slots 5 & 123) in the Information Technology Services Department

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PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court

FROM: Alan Miller, Planning and Budget Analyst *Am*

DATE: February 27, 2012

RE: Request to transfer funds from the IJS/FACTS Reserve to ITS for the purchase of the Odyssey Case Management system for the Justice of the Peace Courts.

ITS is requesting \$584,694 from the IJS/FACTS Reserve to fund the implementation of the Odyssey Case Management System for use in the Justice of the Peace Courts. A contract for the purchase of the system is also on the agenda.

On the August 23rd 2011 agenda, item 39, Commissioners Court heard and discussed a proposal to purchase a case management system for the JP courts similar to one in use in Tarrant County and in Dallas County. The Court unanimously approved for negotiations to commence and for a final contract to be brought back to the Court. During the FY 12 budget process, the Court approved an allocation of \$1.2 million in the IJS/FACTS reserve to fund the estimated FY 12 costs of the contract. Purchasing has worked with the vendor and has returned a contract. ITS is requesting that funds for the contract be moved from the reserve into the ITS budget.

PBO notes that this request represents the FY 12 costs for this new system and that there will need to be an additional appropriation made in the FY 13 budget to complete implementation of this project as well (ITS anticipates \$1,325,983) as on-going system support expenses. At the August 23rd meeting the estimated total five year outlook was a cost of \$2,710,891.

cc: Leroy Nellis, PBO
Katie Peterson, PBO
Yvonne Williams, Justice of the Peace Precinct 1
Glenn Bass, Justice of the Peace Precinct 2
Susan Steeg, Justice of the Peace Precinct 3
Raul Gonzalez, Justice of the Peace Precinct 4
Herb Evans, Justice of the Peace Precinct 5
Lori Clyde, Purchasing
Joe Harlow, ITS
Randy Lott, ITS
Kapp Schwbke, County Auditor's Office



Travis County Courthouse, Austin, Texas

TRAVIS COUNTY INFORMATION TECHNOLOGY SERVICES

Joe Harlow, Chief Information Officer

700 Lavaca Street, P.O.Box 1748, Austin, Tx 78767 (512) 854-9666

Date: February 27, 2012
To: Katie Gipson, Planning & Budget Office
From: Joe Harlow, Chief Information Officer
Subject: Request to Transfer Funds from the IJS/FACTS Reserve

ITS is requesting Commissioners Court approval to transfer \$584,694 from the IJS/FACTS Reserve (line item 001-9800-981.98-40) to ITS (line items 001-1243-523.40-07, \$476,875; 001-1243-523.60-99, \$51,075; 001-1243-523.65-03, \$56,744) to begin implementation of the Justice of the Peace new case management system. During the Fiscal Year 2012 budget process, the Commissioners Court approved the \$4,700,000 reserve for the funding of a replacement case management system for the Justices of the Peace along with resources to begin the replacement of the Criminal Case Management and Prosecutor modules of the Integrated Justice System (IJS).

After reviewing systems in counties of similar size and operations, the Tyler Odyssey case management software was recommended to the Commissioners Court as the best solution. Then in August 2011, the Commissioners Court approved entering into negotiations to purchase Odyssey as "software as a service". The requested funding will be used for data conversion, setup and configuration, training, support, Tyler travel expenses as well as Conference of Urban Counties oversight, conversion support and enterprise modifications.

For the Fiscal Year 2013 budget process, ITS will be submitting a budget request for \$1,325,983 to complete implementation.

Cc:
Leroy Nellis, Jessica Rio, Alan Miller, PBO
Tanya Acevedo, Terri Montgomery, ITS
Cyd Grimes, Lori Clyde, Purchasing

Clerk's Note: A Vote on the Standing Motion was taken.

RESULT: APPROVED [4 TO 1]
MOVER: Sarah Eckhardt, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Margaret J. Gómez
NAYS: Karen L. Huber

Clerk's Note: The Court without objection directed Staff to:

- *Distribute a short summary of the changes made to the Commissioners Court and Travis County residents*
- *Upload Map 168 to the Travis County website as soon as possible*
- *Post an item on the Agenda for Tuesday, August 30, 2011 in case any subsequent action is necessary*

38. Consider and take appropriate action on Fiscal Year 2012 Travis County District Clerk's Records Management Plan.

RESULT: ADDED TO CONSENT

39. Consider and take appropriate action on request to enter into negotiations with the Conference of Urban Counties and Tyler Technologies for purchase of the Odyssey Case Management System as "software as a service" for the Justice of the Peace Courts. (Commissioner Gómez)

Members of the Court heard from:

Judge Susan Steeg, Justice of the Peace Precinct 3
Charles Grey, Techshare Program, Conference of Urban Counties (CUC)
Judge Yvonne Williams, Justice of the Peace, Precinct 1
Judge Herb Evans, Justice of the Peace Precinct 5
Tanya Acevedo, Division Director, Project Management, Information Technology Services (ITS)
Teresa Montgomery, Project Manager, ITS

MOTION: Authorize negotiation of an appropriate contract through the CUC and direct Staff to bring back the final contract for approval by the Court.

RESULT: APPROVED [UNANIMOUS]
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

40. Consider and take appropriate action regarding the replacement of Chapter 11 of the Travis County Code relating to the parking policy and other related issues.

Members of the Court heard from:

Sydnia Crosbie, Lead Financial Analyst, TNR, and Chair, Parking Committee
Daniel Bradford, Assistant County Attorney, and Member, Parking Committee
Tenley Aldrege, Assistant County Attorney

RESULT: DISCUSSED **Reset for: 8/30/2011**

41. Receive report from the Compensation Committee and take appropriate action.

Members of the Court heard from:

Sherrri Fleming, County Executive, TCHHS&VS, and Voce-Chair, Compensation Committee
Todd Osburn, Compensation Manager, HRMD



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.

Budget Adjustment: 31376

Fyr _ Budget Type: 2012-Reg
 PBO Category: Amendment
 Just: Other

Author: 12 - LOTT, RANDALL
 Court Date: Tuesday, Mar 6 2012

Created: 2/16/2012 9:17:46 AM
 Dept: RESERVES

Transfer from IJS/FACTS reserve to begin implementation of JP case mgmt system. Contract going to Comm Court on 2/28/12

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9840	IJS/FACTS RESERVE			584,694
				584,694
To Account		Project		Amount
001-1243-523-4007	CONSULTING			476,875
001-1243-523-6099	OTHER PURCHASED SERVICES			51,075
001-1243-523-6503	TRAVEL, MEALS, LODGING			56,744
				584,694

Approvals	Dept	Approved By	Date Approved
Originator	12	RANDALL LOTT	2/24/2012 3:04:18 PM
DepOffice	12	BRUNILDA CRUZ	2/24/2012 3:30:29 PM
DepOfficeTo	12	BRUNILDA CRUZ	2/24/2012 3:30:31 PM

Accepted Nellis 2/28/12



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court

FROM: Alan Miller, Planning and Budget Analyst

DATE: February 22, 2012

RE: Request to transfer funds from centralized line item to fund unanticipated need for additional PCs.

RMCR is requesting Commissioners Court approval to use \$6,237 of savings from the departmental allocation for County-wide copier rental to fund the purchase of three PCs and software for staff that are no longer able to share PCs due to the relocation of the department from the Granger Building to 700 Lavaca.

As the line item is used to house all the copier rental costs for the County, funds cannot be moved out of the line without Court approval. PBO has reviewed the line with the department and concurs that there will be one-time savings in this line to fund this need.

PBO concurs of the need and recommends approval of this request.

cc: Leroy Nellis, PBO
Steven Broberg,
Tom Ashburn, RMCR



TRAVIS COUNTY

RECORDS MANAGEMENT & COMMUNICATION RESOURCES

314 West 11th Street, Suite 110 PO Box 1748 Austin, TX 78767 Tel: (512) 854-9575 Fax: 854-4560

MEMORANDUM

TO: Alan Miller, PBO Analyst
FROM: S. Broberg Steven Broberg, RMCR Director
DATE: February 22, 2012
SUBJECT: Transfers 31448 & 31449, From Centralized Line Items

This memo is to request approval of budget transfers 31448 & 31449 from a centrally budgeted line item. Budget rules require the approval of Commissioners Court for such transfers. The transfers will enable RMCR to fund the purchase of 3 computers for staff. RMCR moved from the Granger building to 700 Lavaca and 3 employees, who previously shared PCs, now require their own since they are no longer located in the same building. RMCR projects ample savings in the rental line item to fund this one-time purchase. All prices were provided by ITS.

The transfers are summarized as follows:

41338: \$3,358 From: Equipment Rental 001-5715-536-61.03

To: Office Equipment 001-5750-536-30.01

This is to purchase the hardware for 3 PCs.

41339: \$2,879 From: Equipment Rental 001-5715-536-61.03

To: Software 001-1210-523-30.02 = \$2,219

Software 001-1230-523-30.02 = \$ 513 (Security License)

Maintenance 001-1230-523-30.02 = \$147

This is to purchase the software, license, and maintenance for 3 PCs.

Thank you for your assistance in this matter.

Cathy Dawkins

From: Sheryl Holder
Sent: Wednesday, February 15, 2012 10:01 AM
To: Cathy Dawkins
Cc: Tom Ashburn
Subject: RE: New Computers
Attachments: True Up - Yr2.xlsx

The computers are on our contract # 12T00009GM

Ref # 206 053 00134 Optiplex 790 PC w/22" WF Monitor = \$1,119.36 each

I have attached a chart that shows the cost of the software and where it needs to be transferred to. Please let me know if you have any questions.

Sheryl

From: Cathy Dawkins
Sent: Tuesday, February 14, 2012 2:36 PM
To: Sheryl Holder
Cc: Tom Ashburn
Subject: New Computers

Sheryl,

Steven wants to order 3 new computers w/the necessary network software. What do I need to do to make that happen?

Thanks, Cathy

0 *
1,119.36 *
1,119.36 *
1,119.36 *
2,879. *
6,237.08 *

} PA# 31448
- PA# 31449

2/15 -
Email D.S.B. For
Approval.

True-up Cost through 12-31-12

Actual		Desktop Software	3 PCs
\$ 348.50	3002	Office Professional Plus Lic/SA	\$ 1,046
\$ 111.52	3002	OS License Upgrade/SA	\$ 335
\$ 136.12	3002	Core CALClient Access Lic/SA	\$ 408
\$ 143.50	3002	Enterprise CAL SA/StepUP	\$ 431
\$ 171.00	3002	Security License	\$ 513
\$ 49.00	5002	Security Maintenance	\$ 147
<u>\$ 959.64</u>			<u>\$ 2,879</u>

001-1210-523-3002	\$ 2,219
001-1230-523-3002	\$ 513
001-1230-523-5002	\$ 147
	<u>\$ 2,879</u>

Budget Adjustment: 31448

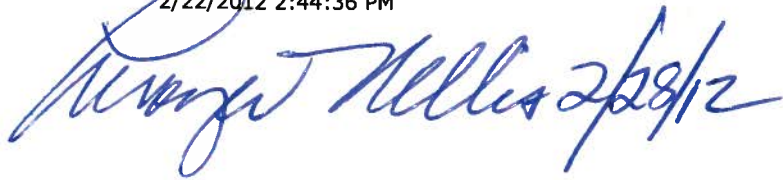
Fyr _ Budget Type: 2012-Reg
PBO Category: Amendment
Just: CommCodeRq

Author: 57 - DAWKINS, CATHY
Court Date: Tuesday, Mar 6 2012
To purchase 3 new desktop computere for new offices at 700 Lavaca.

Created: 2/22/2012 8:12:22 AM
Dept: RECORDS MANG & COMM RESRC

From Account	Acct Desc	Project	Proj Desc	Amount	
001-5715-536-6103	RENT - OFFICE EQUIPMENT			3,358	
				<hr/>	
To Account				Project	Amount
001-5710-536-3001	OFFICE EQUIP,FURN, & SUPP			3,358	
				<hr/>	
				3,358	

Approvals	Dept	Approved By	Date Approved
Originator	57	CATHY DAWKINS	2/22/2012 8:14:15 AM
DepOffice	57	THOMAS ASHBURN	2/22/2012 2:44:36 PM



Budget Adjustment: 31449

Fyr _ Budget Type: 2012-Reg
 PBO Category: Amendment
 Just: InterDpXfr

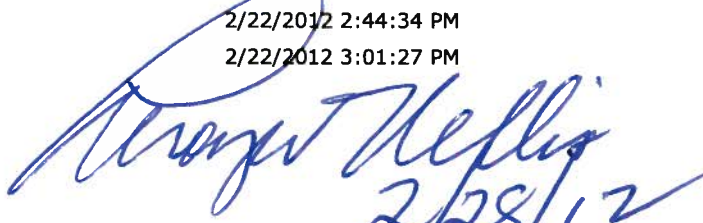
Author: 57 - DAWKINS, CATHY
 Court Date: Tuesday, Mar 6 2012

Created: 2/22/2012 8:13:45 AM
 Dept: RECORDS MANG & COMM RESRC

To purchase the software and maintenance for 3 new desktop computers at our new offices at 700 Lavaca.

From Account	Acct Desc	Project	Proj Desc	Amount
001-5715-536-6103	RENT - OFFICE EQUIPMENT			2,879
				<hr/> 2,879
To Account		Project		Amount
001-1210-523-3002	SOFTWARE			2,219
001-1230-523-3002	SOFTWARE			513
001-1230-523-5002	MAINTENANCE AGREEMENTS-DP			147
				<hr/> 2,879

Approvals	Dept	Approved By	Date Approved
Originator	57	CATHY DAWKINS	2/22/2012 8:14:14 AM
DepOffice	57	THOMAS ASHBURN	2/22/2012 2:44:34 PM
DepOfficeTo	12	RANDALL LOTT	2/22/2012 3:01:27 PM


 2/28/12



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

February 27, 2012

To: Commissioners Court

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

Re: Cell phone allowance

The Information Technology Services department is requesting to internally fund a monthly cellular allowance for two staff members (slots 5 & 123) who use their personal phone for a significant amount of work-related business. According to Travis County Code Chapter 39 of the Wireless Communications Policy, PBO is required to place the item on the Commissioners Court agenda.

PBO concurs with this request. The budget transfer was approved automatically per FY12 budget rules and is attached for information purposes.

CC: Joe Harlow, ITS
Randy Lott, ITS
Leroy Nellis, PBO

13

Travis County Monthly Cellular Service Allowance REQUEST

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

Joe Harlow
 Official/Department Head Signature and Date

2/24/12
 effective date

*WJ
 2/12/11*

NOTE: All requests for new monthly allowances or increases to previously approved monthly allowances must first go through PBO, then be processed through the Auditor's Office. Along with this request form, a budget transfer sheet must be completed for a transfer of funds into line items 2002 (6.2%), 2005 (9.64%), 2006 (1.95 POPS positions), 2007 (1.45%), and the remaining into 4107. Unless the allowance is for a limited time, the budget transfer used to fund the allowance can only be made on an annualized permanent basis.

A cellular service monthly allowance is requested for (A or C, Employee ID #, position title and slot number):	\$10/mo	\$20/mo	\$30/mo
A, 415519, Systems Engineer II, 12-123	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
A, 957068, Systems Manager, 12-5	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

Reviewed by PBO

Kubusyn 2/27/12
 signature and date

Approved by Commissioner's Court

 Date

Processed by Auditor's Office

 signature and date

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

Amount	Dept Transferred Into	Date	Explanation
\$15,196,426			Beginning Balance
(\$354,050)	County Clerk	10/13/2011	Voting Equip. for other entities elections
(\$3,559)	Comm. Pct. 4	10/18/11	ACC Internship Program
(\$3,559)	Records Mngt.	10/18/11	ACC Internship Program
(\$650)	Comm. Pct. 3	10/18/11	Office Supplies
(\$1,500)	Constable Pct. 1	10/25/2011	Bilingual Pay
\$37,432	Various	10/26/2011	Cancelled Purchase Orders
(\$41,044)	JP Pct. 1	10/26/2011	Special Project Temp. Employee
(\$41,044)	JP Pct. 1	10/26/11	Special Project Temp. Employee
\$24,673	Various	11/7/11	Cancelled Purchase Orders
(\$57,415)	Purchasing	11/8/2011	Temp. Empl-Transition to new accting sys.
(\$5,000)	General Admin.	11/22/2011	Redistricting Services
(\$299,500)	TNR	11/22/11	Purchase 244 Acres-Wilbarger Crk
(\$1,248,996)	ITS	11/22/11	BEFIT Hardware and Software
(\$70,000)	Sheriff's Office	12/6/2011	TCSO Training Funds
\$30,927	Various	12/8/11	Cancelled Purchase Orders
(\$34,620)	TNR	12/16/11	FTE Monitor Nonpotable Water
\$11,865	Various	12/16/11	Cancelled Purchase Orders
(\$25,000)	TNR	12/22/2011	Envision Central Texas
(\$30,000)	County Attorney	12/22/11	Redistricting Outside Counsel
(\$45,640)	Criminal Courts	12/27/2011	Continue Veterans Court Program
(\$10,000)	TNR	12/28/11	Clean Air Force
\$28,827	Auditor	1/13/12	Technical correction for Excess rollover amt.
(\$5,500)	Facilities	1/17/12	Palm Square Appraisal Fee
(\$3,089)	TNR	1/17/12	Lake Travis Economic Study
(\$5,177)	County Judge	1/24/12	ACC Internship Program
(\$5,177)	Records Mngt.	1/24/12	ACC Internship Program
(\$5,177)	JP Pct. 1	1/24/12	ACC Internship Program
(\$14,415)	Tax Office	1/24/12	Temp. Empl-extension for Redistricting
(\$15,000)	Facilities	1/24/12	Renovations to 1101 Nueces for PlanetSafe
\$26,321	Various	1/24/12	Cancelled Purchase Orders
\$6,985	Various	1/30/12	Cancelled Purchase Orders
\$16,150	Various	2/13/2012	Cancelled Purchase Orders
(\$45,000)	CES	2/14/12	SafePlace additional staff position
(\$31,643)	Sheriff's Office	2/14/12	Bailiff Position-390th Dist. Court
\$13,136	Various	2/15/2012	Cancelled Purchase Orders
(\$37,954)	District Attorney	2/28/12	Child Protection Contract
(\$10,500)	TNR	2/28/12	CAPCOG Ozone Monitoring
\$12,942,533	Current Balance		

Possible Future Expenses Against Allocated Reserve Previously Identified:

Amount	Explanation
(\$750,000)	TNR - Landfill
(\$300,000)	Criminal Courts - Possible Capital Cases
(\$208,000)	RMCR - Offsite Storage
(\$200,000)	HRMD - Revised Tuition Reimbursement Policy
(\$175,000)	PBO - Bank Depository Contract
(\$149,135)	County Clerk - Redistricting effects on Elections
(\$100,000)	RMCR - Postage

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

(\$55,208)	TNR - TXI Environmental Monitoring
(\$18,767)	HRMD - ACC Internship Program
(\$20,000)	Emergency Services - HazMat Reserve
(\$347,012)	Criminal Courts - Drug Court, Veterans Court Grants
(\$193,169)	Civil Courts - Family Drug Court Grant
(\$137,421)	TNR - Northeast Metro Park - Phase III
(\$294,139)	TCSO - 700 Lavaca Security
(\$5,941,788)	Compensation
(\$8,889,639)	Total Possible Future Expenses (Earmarks)
\$4,052,894	Remaining Allocated Reserve Balance After Possible Future Expenditures

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

Amount	Dept Transferred Into	Date	Explanation
\$1,433,446			Beginning Balance
(\$90,000)	TNR	12/13/11	Guardrail Improvements
(\$365,000)	TNR	2/21/12	International Cemetary
(\$5,079)	Comm. Pct. 1	2/28/12	Intel Reader, CCTV and Magnifier
\$973,367 Current Reserve Balance			

Possible Future Expenses Against CAR Identified During the FY12 Budget Process:

Amount	Explanation
(\$330,000)	EMS - EMS Interlocal Base Agreement - Ambulances
(\$48,505)	TCSO - Security
(\$80,000)	RMCR - A/V Equipment for 700 Lavaca Street
(\$38,500)	TNR - Northeast Metro Park - Phase III
(\$497,005) Total Possible Future Expenses (Earmarks)	

\$476,362 Remaining CAR Balance After Possible Future Expenditures

Salary Savings Reserve Status (001-9800-981-9803)

Amount	Dept Transferred Into	Date	Explanation
\$330,703			Beginning Balance
\$330,703 Current Reserve Balance			

Emergency Reserve Status (001-9800-981-9814)

Amount	Dept Transferred Into	Date	Explanation
\$4,950,000			Beginning Balance
\$4,950,000 Current Reserve Balance			

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

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

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

Amount	Dept Transferred Into	Date	Explanation
\$4,000,000			Beginning Balance
(\$425,000)	CJP	12/27/11	Related to Civil Courthouse Contract
(\$65,000)	CJP	1/19/2012	Legal Services Contract
\$3,510,000 Current Reserve Balance			

Juvenile Justice TYC (001-9800-981-9829)

Amount	Dept Transferred Into	Date	Explanation
\$250,000			Beginning Balance
\$250,000 Current Reserve Balance			

Future Grant Requirements Reserve Status (001-9800-981-9837)

Amount	Dept Transferred Into	Date	Explanation
\$596,369			Beginning Balance
\$596,369 Current Reserve Balance			

Smart Bldg. Facility Maintenance Reserve Status (001-9800-981-9838)

Amount	Dept Transferred Into	Date	Explanation
\$60,250			Beginning Balance
\$60,250 Current Reserve Balance			

IJS/FACTS Reserve Status (001-9800-981-9840)

Amount	Dept Transferred Into	Date	Explanation
\$4,700,000			Beginning Balance
\$4,700,000 Current Reserve Balance			

Transition Reserve Status (001-9800-981-9841)

Amount	Dept Transferred Into	Date	Explanation
\$750,000			Beginning Balance
\$750,000 Current Reserve Balance			

Reserve for State Cuts Status (001-9800-981-9842)

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

Starflight Maintenance Reserve Status (001-9800-981-9843)

Amount	Dept Transferred Into	Date	Explanation
\$640,000 (\$245,000)	EMS	11/15/11	Beginning Balance Rescue Hoist
\$395,000 Current Reserve Balance			

TCSO Overtime Reserve Status (001-9800-981-9844)

Amount	Dept Transferred Into	Date	Explanation
\$1,500,000			Beginning Balance
\$1,500,000 Current Reserve Balance			

* Reserved for MHMR

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

Amount	Dept Transferred Into	Date	Explanation
\$1,043,855			Beginning Balance
\$1,043,855 Current Reserve Balance			

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

Amount	Dept Transferred Into	Date	Explanation
\$51,367,824 (\$27,695,392) (\$5,886,705)	TNR Facilities	11/22/11 11/22/11	Beginning Balance Park Land, Vehicles and Rd.Impvts. 700 Lavaca, 1st and 2nd floor Renovations
\$17,785,727 Current Reserve Balance			



Travis County Commissioners Court Agenda Request

Meeting Date: March 6, 2012

Prepared By/Phone Number:

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

Commissioners Court Sponsor: Judge Samuel T. Biscoe

A handwritten signature in black ink, appearing to read "Leroy Nellis", is written over the text of the "Elected/Appointed Official/Dept. Head" field.

AGENDA LANGUAGE: CONSIDER AND TAKE APPROPRIATE ACTION ON REQUESTED DEBT ISSUANCE SCHEDULE AND FUNDING FOR FISCAL YEAR 2012 CAPITAL PROJECTS.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Please see attached documentation.

STAFF RECOMMENDATIONS: Please see attached documentation.

ISSUES AND OPPORTUNITIES: Please see attached documentation.

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

REQUIRED AUTHORIZATIONS:

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

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

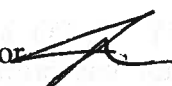
Cheryl Aker, County Judge's Office, (512) 854-9555

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.



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

MEMORANDUM

TO: Commissioners Court
FROM: Jessica Rio, Assistant Budget Director 
DATE: February 29, 2012
SUBJECT: FY 12 Proposed Debt Issuance

The following tables summarize Voter Approved Bonds, Certificates of Obligation (CO) and new Pass Through Financing Bonds proposed for issuance in FY 12. The total amount of debt proposed for issuance in FY 12 is \$86,795,000.

I. Voter Approved Bonds – Requested Cash Flow for FY 12

2000 Voter Approved Bonds – Requested FY 12 Cash Flow		
US 290 West	\$1,500,000	^{1,2}
Sub-Total for 2000 Voter Approved Debt (all 20 year debt) -	1,500,000	
2011 Voter Approved Bonds – Requested FY 12 Cash Flow		
A. Proposition One (Roadway, Drainage, Bridge and Bike/Pedestrian Projects)	20,405,000	¹
B. Proposition Two (Parks and Land Conservation Projects)	32,240,000	¹
Sub-Total for 2000 Voter Approved Debt (all 20 year debt) -	52,645,000	
Total for all Voter Approved Debt (all 20 year debt) -	\$54,145,000	

(1) Includes related issuance amounts.

(2) A total of \$2,000,000 was authorized by voters; however, TNR will only require \$1.5 m.

II. Bonds for State Highway System – Cash Flow for FY 12

Pass Through Projects		
A. FM 1626	\$1,750,000	¹
B. FM 969 Phase I	1,015,000	¹
C. FM 969 Phase II	735,000	¹
Total for Bonds for State Highway System (all 20 year debt) -	\$3,500,000	

(1) Includes related issuance amounts.

The County has the authority to issue bonds for these approved projects under Texas Government Code §1479.002. These projects total \$30,351,900 (per TNR) and will be issued over the next

several years. TNR has indicated that the cash flow for FY 12 should be \$3,500,000. The approved agreement includes partial reimbursement from the State (of direct construction costs). However, while the Commissioners Court may choose to use reimbursement funds to pay down associated debt, those reimbursements will not be pledged to the debt. Please note that these projects are non-toll projects.

III. Certificates of Obligation – FY 12

The FY 12 Certificates of Obligation included in the Adopted Budget totaled \$32,790,000. The revised recommended FY 12 CO is \$29,150,000. This is a reduction of \$3,640,000. The recommended changes are noted below and shown in the “Revised” column of the table on the next page:

- Reduce FY 12 CO by \$454,205. The revised request totals \$6,601,525 and completes issuance for this project. The overall project budget that was to be CO funded has not changed and totals \$24,301,525. Indicated by footnote 3 on table.
- Reduce FY 12 CO by \$2,250,000 by split funding TCSO project over two fiscal years. Central AHU-VAV System w/ Dist Renewal was funded in FY 12 at \$2,500,000. TCSO, the County Auditor’s Office and PBO discussed this project and it was decided that PBO would recommend only the engineering specifications be included in the FY 12 CO (\$250,000) with the understanding that the FY 13 CO would include the remaining portion of the project (estimated at \$2,250,000). Indicated by footnote 4 on table.
- Reduce FY 12 CO by \$882,971. On February 28, 2012, the Commissioners Court approved PBO’s recommendations on the use of existing CO’s. The projects will be split funded between the new CO and appropriate existing CO balances. Indicated by footnote 5 on table.
- Adjust issuance cost down by \$52,824. After discussions with the County’s Financial Advisor, PBO has revised the issuance amount related to the CO from \$159,936 to \$107,112.

PBO has prepared the following revised FY 12 CO list that includes all changes:

	Short Term CO's:	Adopted	Revised	
<i>County Auditor:</i>	BEFIT Project	\$7,055,730	\$6,601,525	³
<i>ITS:</i>	Disk Storage	850,000	850,000	
	LogLogic Appliance Group 1	182,400	182,400	
	LogLogic Appliance Group 2	110,200	110,200	
	Management Appliance with 1 Year support	95,000	95,000	
	Compliance Pack Module with 1 Year support	11,396	11,396	
<i>Facilities Mgmt:</i>	700 Lavaca FY 12 Renovation/Due Diligence	7,636,705	7,636,705	
	Install fire sprinkler system in Granger building	765,000	765,000	
<i>Sheriff's Office:</i>	Central AHU-VAV System w/ Dist Renewal	2,500,000	250,000	⁴
	Lighting Energy Efficiency Improv	195,500	195,500	
	Visitation Counter Enclosure	23,000	23,000	
	Metal Paneled System Renewal	315,371	315,371	
	Water Dist Complete	750,000	153,417	⁵
<i>TNR:</i>	Centrally Budgeted Vehicles	5,598,731	5,598,731	
	HMAC & Alternative Paving Projects	3,557,820	3,271,432	⁵
	Traffic Signals, New	300,000	300,000	
	ADA Sidewalk Upgrades	60,000	60,000	
	FY 12 Loop 1 Final Settlement with TxDoT	2,623,211	2,623,211	
	Total for Projects -	\$32,630,064	\$29,042,888	
	Issuance Costs	159,936	107,112	
	TOTAL CO's	\$32,790,000	\$29,150,000	

(3) County Auditor's revised BEFIT amount.

(4) TCSO and PBO have worked together to phase this project over two years (\$250,000 in FY 12 and \$2,250,000 in FY 13).

(5) Includes funding in existing CO's (approved on February 28, 2012).

PBO recommends approval of the above final project list for the FY 12 Certificates of Obligation. PBO anticipates an issuance schedule similar to FY 11.

CC	Christina Adair (Co. Auditor's Office)	Glenn Opel (Bond Counsel)
	Roger El Khoury (FM)	PBO
	David Escamilla (Travis County Attorney)	Susan Spataro (Travis County Auditor)
	Greg Hamilton (Travis County Sheriff)	Diana Warner (Co. Auditor's Office)
	Michael Hemby (TCSO)	Mike Wichern (Co. Auditor's Office)
	Joe Harlow (ITS)	Donna Williams (TNR)
	Ladd Pattillo (Financial Advisor)	Hannah York (County Auditor's Office)
	Randy Lott (ITS)	
	Steve Manilla (TNR)	
	Cynthia McDonald (TNR)	



Travis County Commissioners Court Agenda Request

Meeting Date: March 6, 2012

Prepared By/Phone Number: Norman McRee/854-4821

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

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$1,144,590.00, for the period of February 17 to February 23, 2012.

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 \$1,144,590.00.

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (526) – \$1,144,590.00

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: March 6, 2012

TO: Members of the Travis County Commissioners Court

FROM: Dan Mansour, Risk Manager

COUNTY DEPT. Human Resources Management Department (HRMD)

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

PERIOD OF PAYMENTS MADE: February 17, 2012 to February 23, 2012

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$1,144,590.00

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 \$1,144,590.00.

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
FEBRUARY 17, 2012 TO FEBRUARY 23, 2012

-

- 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: March 6, 2012
 TO: Susan Spataro, County Auditor
 FROM: Dan Mansour, Risk Manager
 COUNTY DEPT.: Human Resources Management Department (HRMD)

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

PERIOD OF PAYMENTS PAID:
 FROM: February 17, 2012
 TO: February 23, 2012

REIMBURSEMENT REQUESTED: \$ 1,144,590.00

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 2,218,006.07
bank withdrawal correction	\$ (2,850.00)
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: February 28, 2012	\$ (1,070,701.34)
October 5, 2010 adj	\$ -
Adjust to balance per UHC	\$ 135.10
	\$ 0.17
TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 1,144,590.00
 PAYMENTS DEEMED NOT REIMBURSABLE	 \$ -
TRANSFER OF FUNDS REQUESTED:	\$ 1,144,590.00

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

All claims over \$25,000 (3 this week totaling \$269,470.27) 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 (\$133,158.94) 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 \$225,000 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 (\$43,711.71).


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

I certify that all data listed on this recommendation for transfer of funds is correct and that the payments shown have been made solely for the purpose of health insurance claims.

 2/24/12
 Diane Blankenship, Director, HRMD Date

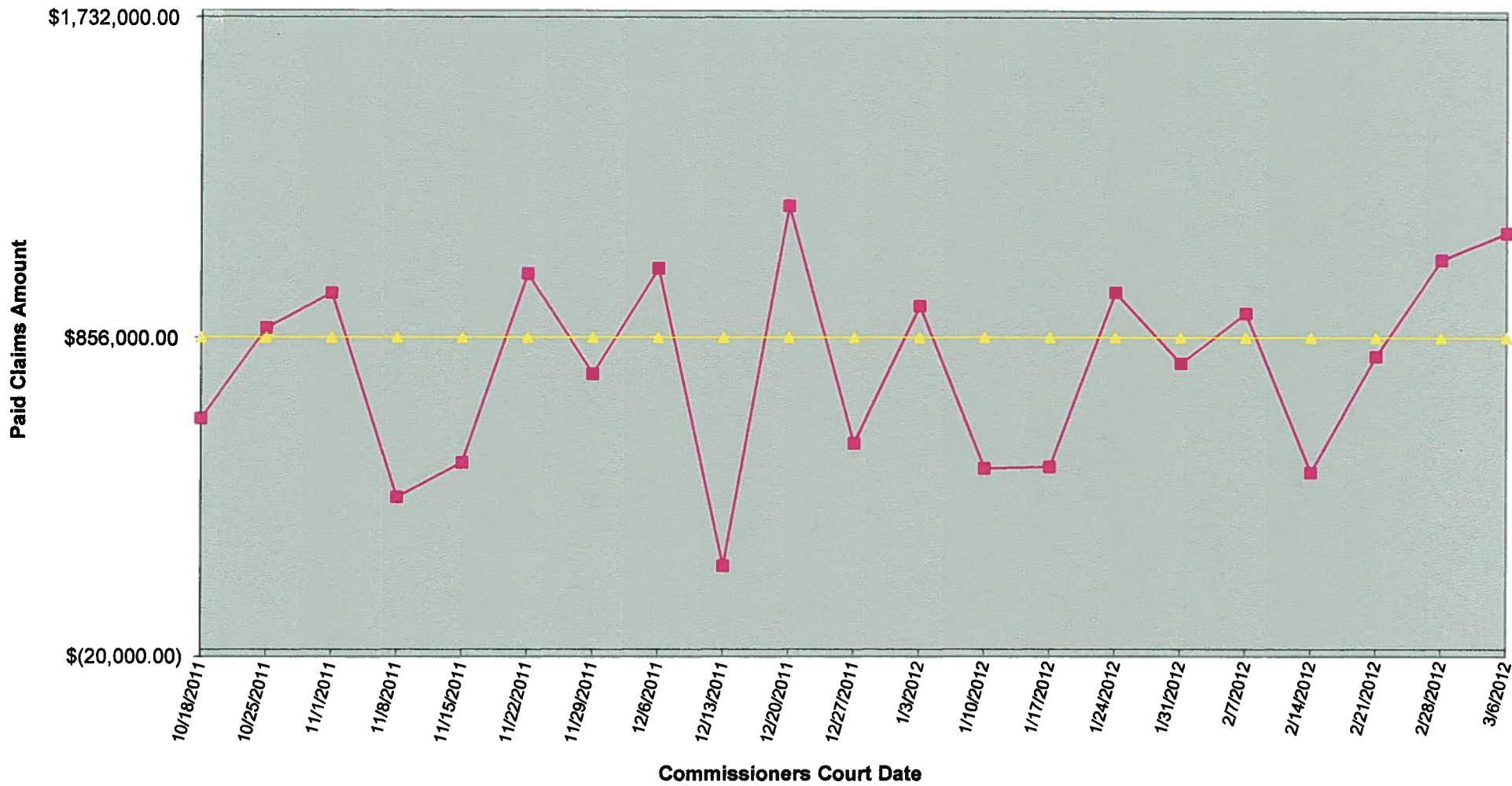
 2-24-2012
 Dan Mansour, Risk Manager Date

Unavailable to sign
 Cindy Purinton, Benefit Contract Administrator Date

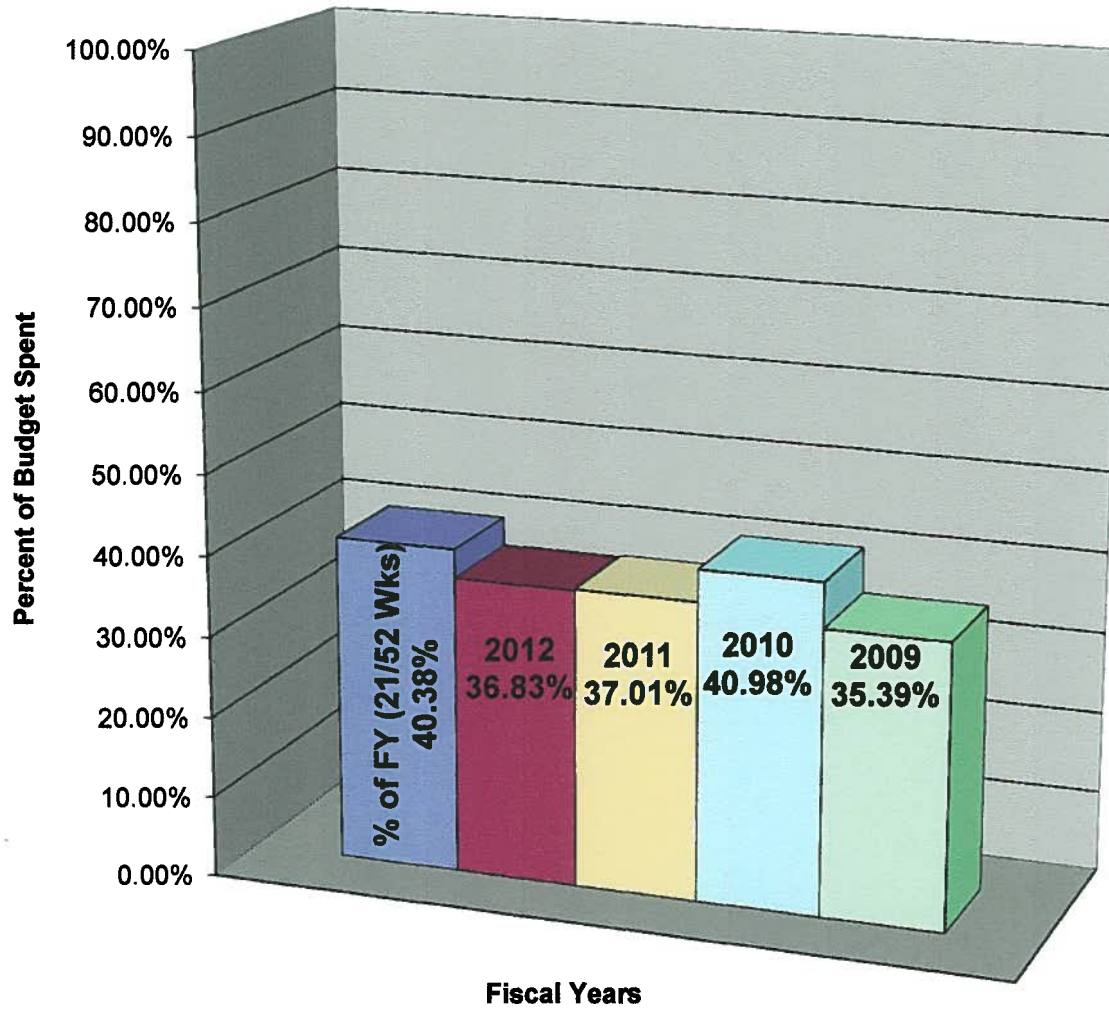
 2/24/12
 Norman McRee, Financial Analyst Date

** 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
FY12 Paid Claims vs Weekly Claims Budget of \$856,615.23**



Comparison of Claims to FY Budgets Week 21



h

Norman McRee

From: SIFSAX@UHC.COM
Sent: Thursday, February 23, 2012 11:27 PM
To: Norman McRee
Subject: UHC BANKING REPTS/C

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

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2012-02-24 REQUEST AMOUNT: \$2,218,006.07

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

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2012-02-23	\$475,663.44
- REQUIRED BALANCE TO BE MAINTAINED:	\$2,668,041.00
+ PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	<u>\$2,192,377.56</u>
+ CURRENT DAY NET CHARGE:	\$25,628.51
+ FUNDING ADJUSTMENTS:	\$00.00
REQUEST AMOUNT:	<u>\$2,218,006.07</u>

ACTIVITY FOR WORK DAY: 2012-02-20

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$328,239.20	\$00.00	\$328,239.20
TOTAL:	\$328,239.20	\$00.00	\$328,239.20

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2012_02_23

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	(303.74)	A1	59900	AH		6	2/16/2012	200	2/23/2012
701254	632	(327.20)	A1	59770	AH		3	2/16/2012	200	2/23/2012
701254	632	(328.13)	A1	59769	AH		3	2/16/2012	200	2/23/2012
701254	632	(337.10)	A1	59899	AH		6	2/16/2012	200	2/23/2012
701254	632	(344.56)	A1	46875	AH		1	2/16/2012	200	2/23/2012
701254	632	(346.93)	A1	59859	AH		1	2/16/2012	200	2/23/2012
701254	632	(368.06)	A1	59750	AH		2	2/16/2012	200	2/23/2012
701254	632	(445.20)	A1	41322	AH		6	2/16/2012	200	2/23/2012
701254	632	(459.27)	A1	58671	AE		19	2/16/2012	200	2/23/2012
701254	632	(530.17)	A1	6249	AA		6	2/16/2012	200	2/23/2012
701254	632	(614.53)	A1	59791	AH		11	2/16/2012	200	2/23/2012
701254	632	(1,553.40)	A1	25932	AH		2	2/16/2012	200	2/23/2012
701254	632	(1,553.40)	A1	79861	AH		7	2/16/2012	200	2/23/2012
701254	632	(1,623.00)	QG	70541365	AH		1	2/18/2012	50	2/24/2012
701254	632	(2,279.19)		26	275482	AH	9	2/17/2012	50	2/22/2012
701254	632	(2,650.51)		26	275616	AH	9	2/17/2012	50	2/22/2012
701254	632	(3,423.04)		26	275617	AH	9	2/17/2012	50	2/22/2012
701254	632	(4,066.66)		26	275507	AA	8	2/17/2012	50	2/22/2012
701254	632	(7,324.60)		26	275491	AH	8	2/17/2012	50	2/22/2012

1,144,590.00

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

For the payment week ending: 02/23/2012

<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: 2/23/2012

TYPE	MEMBER TYPE	TRANS_AMT
<i>CEPO</i>		
	EE	
	526-1145-522.45-28	90,364.33
	RR	
	526-1145-522.45-29	14,569.21
Total CEPO		\$104,933.54
<i>EPO</i>		
	EE	
	526-1145-522.45-20	148,007.58
	RR	
	526-1145-522.45-21	43,950.40
Total EPO		\$191,957.98
<i>PPO</i>		
	EE	
	526-1145-522.45-25	784,585.82
	RR	
	526-1145-522.45-26	63,112.66
Total PPO		\$847,698.48
Grand Total		\$1,144,590.00



Travis County Commissioners Court Agenda Request

Meeting Date: 3/6/2012

Prepared By/Phone Number: Cynthia Lam-Roldan, 854-4822

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

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on proposed routine personnel amendments.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 5.

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.

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

700 Lavaca Street, 4th Floor

● P.O. Box 1748

● Austin, Texas 78767

● (512) 854-9165 / FAX (512) 854-9757


March 6, 2012

ITEM # :

DATE: February 24, 2012

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.

Routine Personnel Actions – Pages 2 – 5.

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
Juvenile Probation	513	Guardian Ad Litem I	16 / Level 4 / \$41,475.20	16 / Level 4 / \$41,475.20
Medical Examiner	37	Records Analyst Asst Part-time	13 / Minimum / \$15,119.42	13 / Minimum / \$15,119.42
Sheriff	1338	Certf Nursing Asst	10 / Level 1 / \$25,417.60	10 / Level 1 / \$25,417.60
Sheriff	1631	Security Coord	12 / Minimum / \$28,262.42	12 / Minimum / \$28,262.42
Sheriff	1867	Security Coord	12 / Level 3 / \$30,804.80	12 / Level 3 / \$30,804.80
Sheriff	1870	Painter	14 / Midpoint / \$39,623.17	14 / Midpoint / \$39,623.17
TNR	493	Records Analyst Asst	13 / Level 1 / \$31,158.40	13 / Level 1 / \$31,158.40
* Temporary to Regular			** Actual vs Authorized	

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
District Clerk	20040	Court Clerk I	13 / \$15.00	13 / \$15.00	02
**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

TEMPORARY PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot - Position Title - Salary	Dept. (To)	Slot - Position Title - Salary	Comments
HHS	Slot 20068 / Carpenter / Grd 14 / \$15.55	HHS	Slot 50168 / Carpenter / Grd 14 / \$15.55	Status changed from Temporary Worker (02) to Project Worker (05).
HHS	Slot 20069 / Carpenter / Grd 14 / \$15.55	HHS	Slot 50169 / Carpenter / Grd 14 / \$15.55	Status changed from Temporary Worker (02) to Project Worker (05).
HHS	Slot 20070 / Carpenter / Grd 14 / \$17.00	HHS	Slot 50170 / Carpenter / Grd 14 / \$17.00	Status changed from Temporary Worker (02) to Project Worker (05).
HHS	Slot 20085 / Office Spec / Grd 10 / \$12.58	HHS	Slot 50185 / Office Spec / Grd 10 / \$12.58	Status changed from Temporary Worker (02) to Project Worker (05).

CAREER LADDERS – NON-POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
County Atty	33	Attorney I* / Grd 21	Attorney II / Grd 22	\$51,934.48	\$55,578.85	Career Ladder. Pay is at minimum of pay grade.
Pretrial Services	11	Pretrial Ofcr II* / Grd 16	Pretrial Ofcr III / Grd 17	\$39,890.11	\$42,682.42	Career Ladder. Pay is between min and midpoint of pay grade.
Pretrial Services	30	Pretrial Ofcr II* / Grd 16	Pretrial Ofcr III / Grd 17	\$38,155.92	\$40,826.83	Career Ladder. Pay is between min and midpoint of pay grade.
* Actual vs Authorized						

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 121 / Law Clerk I / Grd 14 / Part-time \$16,172.73	County Atty	Slot 214 / Attorney I / Grd 21 / Full-time \$51,934.48	Promotion. Pay is at minimum of pay grade. Status change from part-time to full-time (20 hrs to 40 hrs).
CSCD	Slot 242** / Probation Ofcr II* / Grd 15 / \$33,764.43	CSCD	Slot 367** / Probation Ofcr II / Grd 15 / \$33,764.43	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
District Clerk	Slot 10 / Court Clerk I* / Grd 13 / \$32,043.96	District Clerk	Slot 10 / Court Clerk II / Grd 15 / \$34,608.50	Promotion. Pay is at minimum of pay grade.
HHS	Slot 174 / Interpreter* / Grd 20 / Part-time \$26,447.46	HHS	Slot 174 / Interpreter* / Grd 20 / Part-time \$27,769.83	Salary adjustment. Pay is between min and midpoint of pay grade.
* Actual vs Authorized			**Authorized slot is green-circled.	

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Tax Collector	Slot 105 / Tax Spec I* / Grd 12 / \$30,042.00	Tax Collector	Slot 42 / Tax Spec I / Grd 12 / \$30,042.00	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
* 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

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
JP Pct 1	Slot 16 / Court Clerk I / Grd 13 / \$33,161.29	JP Pct 1	Slot 5 / Court Clerk II / Grd 15 / \$39,811.20	Promotion. Pay is between min and midpoint of pay grade.
JP Pct 4	Slot 11 / Court Clerk I / Grd 13 / \$30,238.83	JP Pct 4	Slot 11 / Court Clerk I / Grd 13 / \$32,968.00	Salary adjustment. Pay is between min and midpoint of pay grade.
JP Pct 4	Slot 14 / Court Clerk II / Grd 15 / \$36,691.20	JP Pct 4	Slot 16 / Juvenile Case Mgr / Grd 14 / \$36,691.20	Voluntary job change. Pay is between min and midpoint of pay grade.
JP Pct 4	Slot 17 / Court Clerk I / Grd 13 / \$34,777.60	JP Pct 4	Slot 14 / Court Clerk II / Grd 15 / \$36,691.20	Promotion. Pay is between min and midpoint of pay grade.
Sheriff	Slot 271 / Cadet* / Grd 80 / \$34,594.77	Sheriff	Slot 1394 / Cadet* / Grd 80 / \$34,594.77	Error correction to Pers Amend 2/14/12. Correcting slot.
Sheriff	Slot 1429 / Corrections Ofcr Sr / Grd 83 / \$59,545.41	Sheriff	Slot 1429 / Certf Peace Ofcr Sr / Grd 84 / \$63,481.39	Error correction to Pers Amend 1/17/12. Correcting POPS demotion.
Sheriff	Slot 1680 / Telecomm 911 Spec Sr / Grd 15 / \$40,827.80	Sheriff	Slot 1247 / Telecomm 911 Spec Supv / Grd 16 / \$46,280.00	Promotion. Pay is at midpoint of pay grade.
Tax Collector	Slot 42 / Tax Spec I / Grd 12 / \$32,360.78	Tax Collector	Slot 105 / Tax Spec I* / Grd 12 / \$32,360.78	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Actual vs Authorized				

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Travis County Commissioners Court Agenda Request

Meeting Date: March 6, 2012

Prepared By/Phone Number: Elizabeth Montgomery, 854-3124

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

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE: Consider and take appropriate action regarding proposed changes to Chapter One of the Travis County Code, Commissioners Court Rules of Procedures and Citizens Communication.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: N/A

STAFF RECOMMENDATIONS: N/A

ISSUES AND OPPORTUNITIES: N/A

FISCAL IMPACT AND SOURCE OF FUNDING: N/A

REQUIRED AUTHORIZATIONS:

John Hille, County Attorney, 854-9513

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.

Chapter 1. Commissioners Court Rules of Procedure

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1.006	(Available for Expansion)
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1.013	Tax Collector's Determination of Possible Delinquent Taxes Owed by Vendors/Providers
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1.021	Policy for Naming County Parks and Park Facilities

1.001 Intent of Rules¹

The following Rules of Procedure are adopted by the Travis County Commissioners Court as directory rules to promote the orderly conduct of its business and to make its formal methods of operation known to citizens who have business before the Court.

1.002 Meeting Place and Times²

- (a) The Commissioners Court will meet routinely in the Commissioner's Courtroom, 1st Floor, Travis County Administration Building, 314 W. 11th Street, Austin, Texas. Commissioners Court, Executive Sessions, Public Hearings and other special meetings may be held at the following locations: Travis County Courthouse, 1000 Guadalupe, Travis County Courthouse Annex, N.L. Gault Building, 1010 San Antonio, City Council Chambers of all municipal governments in Travis County and School Board meeting rooms of all school districts in Travis County.
- (b) The Commissioners Court will meet in a Voting Session at 9:00 a.m. on Tuesdays, unless special notice is given to the contrary.

¹ Sections 1.001 through 1.004 amended 2/3/1998, Item 3

² Sections 1.001 through 1.004 amended 2/3/1998, Item 3
Chapter 1 – amendments added through 11/25/2008

1.003 Preparation of Court Agenda ^{3 4}

(a) Voting Session

- (1) Requests for items to be placed on the Court's Voting Session Agenda must be received in the office of the County Judge, 5th floor, -Travis County Administration -Building, by 12:00 noon on Tuesdays, seven (7) days in advance of the Voting Session.
- (2) An item to be considered by the Commissioners Court must be placed on the agenda by a member of the Court. The item must be presented to the Court member in the following manner:
 - (A) With an explanatory memorandum, in standard briefing format, from an County Executive Manager or an Elected Official, or, in the case of (1) purchases of items to be used by all departments and offices, or (2) a purchase wherein the County Executive Manager or Elected official requests that a routine item be handled by the Purchasing Agent, from the Purchasing Agent;
 - (B) If the agenda item is a purchase of a good or service, then it shall include documentation to reflect review and approval from the Purchasing Agent;
 - (C) If the agenda item involves a budget revision, then it shall include documentation to reflect review and comment from the Planning and Budget Office;
 - (D) If the agenda item involves a contract or needs a legal opinion to support the action proposed, then it shall include documentation to reflect review and comment from the County Attorney's Office;
 - (E) Commitment that all witnesses and individuals affected by the item, as determined by the Court member, have been notified the item will be placed on the agenda; and
 - (F) With a copy of any document required to implement the item that requires signature of the Judge or all members of the court.
- (3) Requests to place items on the Court's agenda must be made ~~in~~ writing on a form provided by the County Judge's Office for that purpose.
- (4) Written materials to be reviewed by the Commissioners Court in Voting Session must be submitted to the County Judge's Office in

³ Sections 1.001 through 1.004 amended 2/3/1998, Item 3

⁴ Sections 1.003 and 1.004 amended 9/4/2001, Item 32.

completed form at the time the item is requested to be placed on the Court's agenda.

- (5) Each Voting Session agenda will include an item called "Citizen's Communication". Citizens do not have to turn in agenda items before the Voting Session, but should appear in person at the session.
- (6) The County Judge's office will prepare and distribute the Voting Session Agenda on Thursday preceding the date of the Voting Session. The County Judge's office will also distribute the agenda and all backup material to the commissioners Court no later than Thursday prior to the date of the Voting Session. An electronic version of the agenda will also be distributed by Thursday at 5:00 p.m. At least one copy of this backup material will be available for the public to review in the office of the County Judge.
- (7) The County Judge's office will ensure compliance with the provisions of the Texas Open Meetings Law in posting notices of all the Court's meetings.
- (8) The County Judge may group routine items without controversy together on the Court's Voting Session Agenda as "Consent Items", which items may be approved by the Court on a single motion and vote.
 - (A) Prior to consideration of the "Consent Items" the County Judge, or presiding member of the Court, will honor any request from any Court Member that an item be removed from the Consent Items and separately considered by the Court.
 - (B) Each Voting Session agenda item may, after discussion, be designated as "Consent", if appropriate, and included in the consent motion of the appropriate Voting Session. However, any single court member may prevent an item from being included in the Voting Session consent motion.
- (9) Items that are likely to be discussed in Executive Session may be grouped on the agenda with an indication under which provisions of the Texas Open Meetings Law the Executive Session will be heard.
- (10) Contracts and agreements to be considered by the Court must be in completed final form prior to the time they are placed on the Court's agenda. Original documents of such contracts or agreements requiring County Judge or Commissioners Court signatures must be submitted no later than 12:00 noon on the Monday before the meeting.

1.004 General Rules^{5 6 7}

- (a) Person who gives testimony to the Commissioners court in Voting Session must first identify themselves by name and who, if anyone, or entity, they represent.
- (b) All Voting Session, Public Hearings, and meeting of the Commissioners Court will be ~~digitally audio tape~~ recorded and such ~~recording tapes~~ will be available for review by the public in the ~~office of the County Clerk~~ Records Management Department for at least two years from the date of the meeting.
- (c) Contracts and agreements to be considered by the Court must be in completed final form prior to the time they are placed on the Court's agenda. Original copies of such contracts or agreements for signatures must be submitted at the time they are placed on the Court's agenda.
- (d) ~~Except for Executive Sessions, all Voting Sessions, Public Hearings, and meetings of the Commissioners Court will be tape recorded and such tapes will be available for review by the public in the office of the County Clerk for at least two years from the date of the meeting.~~
- (ed) Except for consultation with its attorneys under the provisions of Government Code section 551.071, all Executive Sessions of the Commissioners Court will be tape recorded and the recording shall be sealed and delivered to the custody of the County Treasurer to be held for at least two years from the date of the meeting. Tapes of Executive Session may only be reviewed as provided by law.

(e) ~~Travis County Commissioners Court Rules of Conduct and Decorum; General~~

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(1) It is the intention of the Court to provide open access to the citizens of Travis County to address the Commissioners Court and express themselves on issues of County Government. Members of the public are reminded that the Travis County Commissioners Court is a Constitutional Court, with both judicial and legislative powers, created under Article V, Section 1 and Section 18 of the Texas Constitution. As a Constitutional Court, the Travis County Commissioners Court also possesses the power to issue a Contempt of Court Citation under Section 81.023 of the Texas Local Government Code. Accordingly, members of the public in attendance at any regular, special and/or emergency meeting of the Court shall conduct themselves with proper respect and decorum in speaking to, and/or addressing the Court; in participating in public discussions before

⁵ Section 1.004 amended 4/8/1997, Item 6.

⁶ Sections 1.001 through 1.004 amended 2/3/1998, Item 3

⁷ Section 1.004 (a) amended 9/4/2001.

the Court; and in all actions in the presence of the Court. Those members of the public who are inappropriately attired and/or who do not conduct themselves in an orderly and appropriate manner will be ordered to leave the meeting until such time as they comply with the Court's directive. Refusal to abide by the Court's order and/or continued disruption of the meeting may result in a Contempt of Court Citation.

(2) Cell phone usage during Commissioners Court is strictly prohibited. All cell phones, pagers and other mobile communication devices should be in "silent" mode at all times while Court is in session.

(3) Behavior that impedes or disrupts the business of the Commissioners Court while the Court is in session is prohibited. An individual who is addressing the Court during Citizens Communication may not display demonstrative materials larger than 8.5" x 14" (eight-and-a-half inches by fourteen inches). Demonstrative materials include signs, placards, banners, posters, visual aids and similar items. An individual who has been recognized by the Court and is making a presentation to the Court on an agenda item posted for discussion may display demonstrative materials larger than 8.5" x 14" if: (a) the materials are relevant to the posted item; and (b) the materials are removed from the Courtroom upon conclusion of the presentation to a location designated by the County Judge. Individuals who do not comply with this Judge's Rule will not be recognized to address the Court.

(4) It is not the intention of the Travis County Commissioners Court to provide a public forum for the demeaning of any individual or group. Neither is it the intention of the Court to allow a member (or members) of the public to insult the honesty and/or integrity of the Court, as a body, or any member or members of the Court, individually or collectively. Accordingly, profane, insulting or threatening language directed toward the Court and/or any person in the Court's presence and/or racial, ethnic or gender slurs or epithets will not be tolerated. Violation of these rules may result in the following sanctions:

1. Cancellation of a speaker's remaining time;
2. Removal from the Commissioners Courtroom;
3. A Contempt Citation; and/or
4. Such other civil and/or criminal sanctions as may be authorized under the Constitution, Statutes and Codes of the State of Texas.

§ 1.004(f) Travis County Commissioners Court Rules of Conduct and Decorum; Media and Press

- (1) No media personnel or equipment, including lights, camera or microphones, will be located in the Commissioners Court in a manner that would obstruct the view or hearing of any attendees in the audience.
- (2) Reporters and media technicians are required to structure their movements, equipment set-up, take-down and adjustments, etc. in such a manner as to not disrupt the Commissioners Court deliberations or the ability of the public to see, hear and participate in the proceedings.
- (3) Media interviews shall not be conducted inside the Commissioners Courtroom during the time the Court is in session.

Media interviews that are conducted outside the Commissioners Courtroom should be conducted in such a manner that the interview does not disturb, impede or disrupt the proceedings of any regular, special or emergency and/or Executive Session of the Court.

1.005 Amending or Suspending Rules

- (a) These rules may be amended by majority vote of the Commissioners Court meeting in Voting Session.
- (b) A rule may be suspended by majority vote of the Commissioners Court.

1.0051 Amending this ~~Travis County Code Policies, Procedures, and Regulations Manual~~⁸

- (a) This ~~Travis County Code Policies, Procedures, and Regulations Manual~~ may, from time to time, be amended by order of the Commissioners Court of Travis County. All action to amend this ~~Travis County Code Policies, Procedures, and Regulations Manual~~ shall conform to the requirements of this section and to all other requirements imposed by law, including all the requirements of this ~~Travis County Code Policies, Procedures, and Regulations Manual~~.
- (b) Definitions. For the purposes of this section
 - (1) "Amendment" means any creation of a new policy, procedure, or regulation or an addition to or change of an existing policy, procedure, or regulation.
 - (2) "Policy" means any action taken or adopted by the Commissioners Court which purports to control, dictate, or describe the conduct of one or more officials or employees of Travis County.

⁸ Sections 1.0051 and 1.0052 were added 4/11/1995, Item 9
Chapter 1 – amendments added through 11/25/2008

- (3) "Procedure" means those rules of operation or administration adopted by the Commissioners Court for the purpose of standardizing the accomplishment or implementation of any policy or regulation.
- (4) "Regulation" means any action taken or adopted by the Commissioners Court which purports to control, dictate, or describe the conduct of persons generally, regardless of whether they are officials or employees of Travis County.

(c) Neither the Commissioners Court nor any of its employees shall take any action or make any attempt to enforce any policy or procedure which is not included in this Travis County Code Policies, Procedures, and Regulations Manual.

- (1) Regulations not contained in this Travis County Code Policies, Procedures, and Regulations Manual may be enforced by the Commissioners Court and its employees, if such regulations are otherwise enforceable as a matter of law.
- (2) Any employee of the Commissioners Court who becomes aware of the existence of a regulation which is not included in this Travis County Code Policies, Procedures, and Regulations Manual shall immediately request that an agenda item be placed on the next available Commissioners Court agenda to amend this Travis County Code Policies, Procedures, and Regulations Manual to include such unincorporated regulation, in accordance with the procedures outlined in this section and in accordance with §1.003 hereof.

(d) Procedure for amending this Travis County Code Policies, Procedures, and Regulations Manual.

- (1) Any Travis County official or employee desiring to amend this Travis County Code Policies, Procedures, and Regulations Manual shall prepare the desired amendment in writing. The desired amendment shall conform to this Travis County Code Policies, Procedures, and Regulations Manual in form, style, and numbering system.
- (2) The official or employee is encouraged to:
 - (A) Submit draft copies of the desired amendment to all other Travis County officials, County eExecutive managers, or department heads whose offices, areas of responsibility, or departments may or will be affected by the desired amendment and solicit their comments and advice concerning the desired amendment;
 - (B) Request the County Attorney to conduct a substantive legal review of the desired amendment; and

- (C) Prepare an analysis of the fiscal impact the desired amendment is expected to have on the various budgets of Travis County and submit with the desired amendment a statement of any such expected fiscal impact.
- (3) The official or employee shall submit the desired amendment to the Travis County Attorney in writing on paper and in Microsoft Word format on three and one-half inch, high density computer disk or disks in ASCII format. If possible, the desired amendment should be submitted to the Travis County Attorney in Microsoft Word~~WordPerfect~~ for Windows format.
- (4) The Travis County Attorney shall review the desired amendment to insure that it conforms to this Travis County Code Policies, Procedures, and Regulations Manual in form, style, and numbering system.
- (A) If the Travis County Attorney finds that the desired amendment fails in any way to conform to the form, style, or numbering system of this Travis County Code Policies, Procedures, and Regulations Manual, the Travis County Attorney shall return it to the official or employee together with written advice concerning the way or ways in which it fails to conform or, at the discretion of the Travis County Attorney and with the consent of the official or employee, the Travis County Attorney may change the desired amendment to conform to the form, style, and numbering system of this Travis County Code Policies, Procedures, and Regulations Manual.
- (5) If the desired amendment conforms to the form, style, and numbering system of this Travis County Code Policies, Procedures, and Regulations Manual, the Travis County Attorney shall forward the paper and Microsoft Word~~computer disk~~ copies of the desired amendment to the Travis County Judge or, at the request of the official or employee, to another member of the Commissioners Court, together with a written opinion that the desired amendment conforms to the form, style, and numbering system of this Travis County Code Policies, Procedures, and Regulations Manual and a request that it be placed on the agenda of the Commissioners Court on a date selected by the official or employee desiring the amendment. Neither the opinion regarding conformity to form, style, and numbering system nor the agenda request itself shall be construed to indicate that the Travis County Attorney has reviewed the substance of the desired amendment or that the Travis County Attorney supports the adoption of the desired amendment.

- (6) Upon receipt of a desired amendment in writing on paper and ~~Microsoft Word~~computer disk, together with the opinion of the Travis County Attorney regarding conformity to form, style, and numbering system and an agenda request, the Travis County Judge shall treat it as an agenda request pursuant to § 1.003 hereof. The Travis County Judge shall not place a desired amendment on the agenda of the Commissioners Court unless he is in receipt of an opinion of the Travis County Attorney that the desired amendment conforms to the form, style, and numbering system of this ~~Travis County CodePolicies, Procedures, and Regulations Manual~~ and an agenda request therefore.
- (7) Upon adoption of an amendment by the Commissioners Court, the Travis County Judge shall forward the amendment in writing on paper and ~~Microsoft Word~~computer disk to the Travis County Clerk, by immediately handing the paper and ~~Microsoft Word~~disk to the Clerk or her representative in the meeting room of the Commissioners Court.
- (8) Upon receipt of an amendment from the Travis County Judge, the Travis County Clerk shall cause the amendment to be added to the official copy of this ~~Travis County CodePolicies, Procedures, and Regulations Manual~~.

1.0052 The Official Copy of the Travis County ~~CodePolicies, Procedures, and Regulations Manual~~⁹

- (a) The Travis County Clerk shall be the custodian of the official copy of the Travis County ~~CodePolicies, Procedures, and Regulations Manual~~.
- (b) The Travis County Clerk shall cause to be published copies of the Travis County ~~CodePolicies, Procedures, and Regulations Manual~~.
- (c) The Travis County Clerk shall make copies of the Travis County ~~CodePolicies, Procedures, and Regulations Manual~~ available to the public and to all Travis County officials and department heads.
 - (1) The Travis County Clerk shall charge members of the public an amount equal to the actual cost of publishing the copies of the ~~Travis County CodePolicies, Procedures, and Regulations Manual~~ which they receive.
 - (2) The Travis County Clerk shall withhold delivery of a copy of the ~~Travis County CodePolicies, Procedures, and Regulations Manual~~ to a member of the public until she has received the authorized charge therefore.

⁹ Sections 1.0051 and 1.0052 were added 4/11/1995, Item 9
Chapter 1 – amendments added through 11/25/2008

(3) In the event of any dispute about the actual cost of publishing, such actual cost of publishing shall be determined by the Travis County Auditor.

(d) Each time the Travis County Clerk distributes a copy of the Travis County Code Policies, Procedures, and Regulations Manual, she shall determine whether the person to whom she is distributing the copy desires to receive any future amendments, as defined in section 1.0051(b)(1) hereof. Each person who desires to receive copies of future amendments shall be a "registered holder of the CodeManual" and shall receive a "registered copy of the CodeManual." The Travis County Clerk shall number each registered copy of the CodeManual. She shall keep an accurate record of the name and address of each registered holder of the CodeManual. Any registered holder of the CodeManual may change the name or address of the registered holder of their CodeManual or CodeManuals by written notification to the Travis County Clerk designating specifically the name and address of the new registered holder of each registered copy of the CodeManual by number of the copy.

- (1) The Travis County Clerk shall charge an annual subscription fee to registered holders of the CodeManual who are not Travis County officials, County Executive-managers, or department heads, hereinafter referred to as "private registered holders."
- (2) The annual subscription fee shall be in the amount estimated to be the actual cost of publishing and distributing the amendments.
- (3) The Travis County Clerk shall refuse to deliver a registered copy of the CodeManual to a private registered holder, unless she receives the annual subscription fee for the first year in advance. At the beginning of subsequent years, she shall provide all private registered holders with a statement of the annual subscription fee for the coming year and shall not deliver amendments to any private registered holder for that year, unless she receives the annual subscription fee for that year in advance. Any registered copies which have not received copies of the amendments for a period of one (1) year shall be deleted from the list of registered copies.
- (4) In the event of dispute about the estimated cost of publishing and distributing the amendments, the estimated cost of publishing and distributing shall be determined by the Travis County Auditor.

1.006 (Available for Expansion)¹⁰

¹⁰ Section 1.006 was rescinded 9/7/1988, Item #8.
Chapter 1 – amendments added through 11/25/2008

1.007 ~~Road District Policy Procedures (Attached)~~(Available for Expansion)¹¹

1.008 **Partial/Periodic Reduction of Performance Security**

(a) The Travis County Judge is hereby authorized to execute statements of partial and/or periodic reductions of the amounts of letters of credit posted for the completion of subdivision street and drainage improvements when provided with the following:

- (1) a Lender's certified statement of amounts paid for completed work;
- (2) a Professional Engineer's certification of quantities of work completed;
- (3) a contractor's receipt of payment for work completed;
- (4) an inspection report from ~~TNRP.I.T.D.~~ indicating the completion of that portion of the work represented by the Contractor's invoice;
- (5) the approval of the Commissioner in whose precinct the subdivision is located; and
- (6) the approval of the County Executive for TNRP.I.T.D. Director.

(b) The reduction shall be for no more than ninety percent (90%) of the estimated quantities of the work completed to County specifications and shall not exceed ninety percent (90%) of the construction security.

1.009 – 1.012 (available for expansion)¹²

1.013 **Tax Collector's Determination of Possible Delinquent Taxes Owed by Vendors/Providers**

The Tax Collector's Office will review all contract vendor/providers to determine whether the vendor/provider owes delinquent property taxes. (added 04/29/87)

1.014 **Robert's Rules of Order**

The Commissioners Court adopts Robert's Rules of Order as the official rules unless otherwise dictated by State law.

¹¹ See Chapter 83

¹² Sections 1.009 through 1.012 and 1.015 repealed 1/30/1996, Item 9

1.015 (available for expansion)¹³

1.016 Department Reorganization Guidance Procedures

- (a) **Problem Identification.** In this phase, we would be presented with an explanation of problems which affect the performance and/or cost of the agency. Alternatives for solving those problems would be explored, and if reorganization was a possible solution, we would be given a specific explanation of why the administrative reorganization is the desired alternative.
- (b) **Assuming Phase A indicated that reorganization was appropriated, an organization chart would be developed which would result in the most functional and cost-effective approach.** In this phase no consideration will be given to the existing personnel and their current job positions. The idea is to develop the best, most streamlined organization we can, without deliberately creating or eliminating positions based on the personalities currently employed by the agency. The budget and performance impact of the reorganization would be considered in adopting a reorganization plan. When the plan is adopted, formal job descriptions would be written (or amended) for the entire agency.
- (c) **Analyze Effect on Current Employees.** Once an organization plan is adopted, the administrator of the department will report to the Commissioners Court what effect he/she believes the reorganization will have on current personnel. In other words, which employees are to be transferred to new positions, which employees may have a job description change, and which employees may not have jobs remaining after the reorganization is implemented. The Commissioners Court will encourage (but not require) that preference be given to current employees for new jobs to prevent lay-offs. Current employees should be given some extra credit applying for these jobs and should be given training if feasible to qualify for the jobs.
- (d) **Prepare Transition Plan.** In addition to our Reduction-in-Force (RIF) Policy, a transition plan would be prepared showing when the reorganization would actually take effect (perhaps in stages), what changes (office moves, equipment, etc.) need to be made prior to implementation, training and orientation sessions, budget changes, and so forth. Notice would be given to every employee explaining the effect of the reorganization on them and the date such change would occur.

¹³ Sections 1.009 through 1.012 and 1.015 repealed 1/30/1996, Item 9
Chapter 1 – amendments added through 11/25/2008

1.017 Commissioners Court Appointments to Committees and Boards¹⁴

(a) Procedure for Appointing Court Members to Entities~~Soliciting Interested Applicants~~

- (1) When any member of the Commissioners Court becomes aware of a committee vacancy, he/she shall notify the County Judge's office. The County Judge's office shall be the central repository for all committee information, including vacancies. In December of each year, the County Judge's office will provide a copy of the comprehensive list of appointments made by the Commissioners Court showing the name of the board or commission, the name, ~~address, and phone number~~ of each appointee, ~~the name(s) of the nominating member(s) of the Commissioners Court,~~ and the date of expiration of each appointment.

- (2) The County Judge will schedule an Item in January each year for the Commissioners Court to consider each appointment.

(b) Procedure for Appointing Member of the Public to Entities

(1) Uniform Appointment Process

(A) The Uniform Appointment Process (UAP) will be used for the following Boards and Committees:

1. Capital Metro Board of Directors
2. Central Texas Regional Mobility Authority Board of Directors
3. Integral Care Board of Directors
4. Central Health Board of Managers
5. Travis Central Appraisal District Board of Directors
6. Travis County Housing Authority

(B) Reappointments. Before expiration of a term, or upon a vacancy arising for an organization subject to this UAP, the County Judge shall schedule a Commissioners Court Agenda Item for a Call for Applications as described below in (C), or in the case of an existing organization member, instruct the Coordinator for

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¹⁴ Section 1.017 was amended 2/27/1996, Item 6
Chapter 1 – amendments added through 11/25/2008

Intergovernmental Relations (IGR) to determine if the member desires to continue for an additional term, and contact the organization to determine if the member has a good attendance of meetings and is a good contributor to the organization. Should the Coordinator for IGR submit an acceptable report to the County Judge, the County Judge shall schedule for Commissioners Court the consideration of the re-appointment.

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(C) Call for Application.

- (i) In all other cases other than the process set out in subsection (B) the Commissioners Court shall order a Call for Applications.
- (ii) Should the Commissioners Court order a Call, Records Management will advertise on the County website the position offered, the position criteria required by statute, regulation or contract, the Standard Application, a description of this UAP, and any preferred qualification or skill sets desired by the Court. The position will be advertised for a period of one (1) month unless the Commissioners Court directs a different time period. Records Management may bi-annually, request the Commissioners Court to update the Standard Application and criteria for each position.
- (iii) Records Management will forward all applications received to IGR for processing.
- (iv) IGR will coordinate with any County Executive(s) the Commissioners Court directs for an appointment.
- (v) IGR and the County Executive(s) will verify the applicants meet the criteria and the deadlines; then short list the Applicants to a number of candidates for interview by the Commissioners Court; and forward the names to the County Judge.
- (vi) The County Judge will schedule a Commissioners Court Agenda Item to determine a date(s) for interviews for the candidates which the Commissioners Court chooses to interview.

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(vii) After interviews, the Commissioners Court may appoint an interviewee to the organization, or make another Call for Applications.

(viii) The Commissioners Courts motion to appoint or reappoint the member will include the beginning and ending dates of the term to which they are appointed.

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(2) All Other Appointments

(2) (A) The County Judge's office, with the assistance of the Commissioner's offices, will ~~accept the responsibility of compiling~~ maintain a mailing list of all community, neighborhood, civic organizations, etc. whose memberships may be interested in serving on Travis County committees. This list will be used to notify interested persons of the Travis county committees, their purpose and current or upcoming vacancies, and to provide them with a contact for additional information. In addition to the mailing list, utilization of the county's media department, as well as featured media stories, would be made to further advertise committee information and vacancies.

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(3) (B) Application for appointment will be collected by any member of the Commissioners Court, with the original being provided to the County Judge's office for central record keeping purposes.

(4) (C) Items regarding committee appointments will be routinely placed on the Commissioners Court agenda for action. Appropriate applications will be provided as back-up material prior to court action. The deadline for placing items on the Commissioners Court agenda will apply to the committee appointments as well.

(5) Posting of vacancies at various public locations may also be done.

(b) (D) Procedure for Commissioners Court Appointments

(1) (i) When the Court has five (or multiples of 5) appointments to make, each member of the Court will nominate one, or for multiples, an equal number.

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(2) (ii) When the Court has four (or eight) each Commissioner will nominate one (or equal number).

(3) (iii) When the Court has three (six or nine) appointments to make, the County Judge will nominate one (two or three) the Commissioners from Precincts 1 and 4 will jointly nominate one (two or three), and the Commissioners from Precincts 2 and 3 will jointly nominate one (two or three).

(4) (iv) When the Court has two appointments to make, the Commissioners from Precincts 1 and 4 will jointly nominate one,

and the commissioners from Precincts 2 and 3 will jointly nominate one.

~~(5)~~—(v) When the Court has one appointment to make, any member of the Court may nominate someone. To assist in this appointment, the County Judge's office will send a notice one month in advance of the expiration of such an appointee's term to the County Commissioners, indicating the name, position, and date the term expires. No sooner than two weeks after such notice is sent, but preferably prior to the expiration of the term, the County Judge will sponsor a generically worded item on the Commissioners Court agenda indicating the name of the board or commission on which there is a vacancy. During the Commissioners Court meeting on this agenda item, any member of the Commissioners Court can nominate someone for the appointment, which will then be voted upon by the Commissioners Court.

~~(6)~~—(vi) Regardless of who makes a nomination, all Court members will use their appointments to insure fair and appropriate representation of the community on boards and commissions.

1.018 Program Resolution Establishing Travis County Risk Management Fund (Available for Expansion)

1.019 County Vehicle Usage Policy¹⁵

(a) Administrative Responsibility

- (1) The responsibility and authority to control use of County vehicles is assigned by the Commissioners Court to the Elected or Appointed Official or County Executive Manager to whom the vehicle has been appropriated. For example, the County Executive Manager for Health and Human Services is authorized to control the use of vehicles assigned to Health and Human Service, Veterans Service and Agrilife Extension departments, ~~and specifically to the Rural Community Action Program,~~ and the County Executive Manager for Transportation and Natural Resources is authorized to control the use of vehicles assigned to the central Vehicle Maintenance Program.
- (2) Subject to Chapter 40 of this Travis County Code Policies, Procedures, and Regulations Manual relating to the use of county-owned passenger vehicles while off-duty, elected or appointed officials or County eExecutive managers decide which, if any, of their employees

¹⁵ Section 1.019 was replaced 11/25/08, Item 14.

are authorized to take County vehicles home, based on the following criteria:

- (A) Significant improvement in the efficiency and effectiveness of our service to the public through:
 - (i) After hours service
 - (ii) Less cost to taxpayers
 - (iii) Ability to respond in emergencies or to public safety issues.
 - (iv) Availability of specific equipment attached to County vehicles.

- (3) Department Heads are expected to monitor the use of County vehicles and to take appropriate corrective measures in the event of abuse, policy violation or loss of justification.
- (4) The elected or appointed officials or ~~County eExecutive managers~~ will decide how to monitor the use of County vehicles and take appropriate action in the event of abuse or policy violation.
- (5) County employees authorized to take home County vehicles will be identified to Commissioner's Court yearly, by each department, as part of the budget process.
- (6) County employees who are authorized to take home vehicles shall not use such vehicles for personal use.

(b) Use by Other County Departments

- (1) With the approval of the elected or appointed official or ~~County eExecutive manager~~ to whom a vehicle has been appropriated by the Commissioners Court, vehicles may be loaned to other County offices or departments for public purposes.
- (2) When vehicles are loaned for a use outside the department to which they were appropriated by the Commissioners Court, the responsible department or office shall make a log showing the County office or department using the vehicle, the purpose and destination of the trip, the beginning and ending date and time of use, the beginning and ending odometer reading, and the name of the County employee(s) who will operate the vehicle.
- (3) Use of vans by 4-H C.A.P.I.T.A.L. Project
 - (A) The Director of the Travis County Agri~~lifecultural~~ Extension Service shall be authorized by the Commissioners court to designate any person within the 4-H C.A.P.I.T.A.L. Project to

drive vans owned by Travis County whether or not the person so designated is paid directly from Travis County funds.

- (B) Any person so designated by the Director of the Travis ~~e~~County Agri~~Lifecultural~~ Extension Service shall be deemed an "employee" of Travis county for the sole purpose of bringing such person within the scope of coverage under the Travis County Risk Management Organization and Administration Policy.
- (C) Authorization shall continue in full force and effect until amended or revoked by the Travis County Commissioners Court.

(c) Prohibited Use

- (1) County vehicles may not travel outside the State of Texas at any time.
- (2) County vehicles may not be operated by anyone other than a current Travis County employee who holds a valid Texas driver's license as appropriate for the occasion.
- (3) County vehicles may not be used if the State inspection has expired, or if in the judgment of ~~County~~ Executive ~~Manager~~ for Administrative Operations or responsible elected or appointed official or ~~County~~ ~~e~~Executive ~~manager~~, the vehicle is unsafe for use.
- (4) Except as may be authorized by Chapter 40 of this ~~Travis County Code Policies, Procedures, and Regulations Manual~~, no County employee is authorized to routinely take home within Travis or surrounding counties, or otherwise use a County-owned vehicle for personal reasons unless expressly authorized by a Budget Amendment approved by the Commissioner's Court. To enable emergency response after hours, an elected or appointed official or ~~County~~ ~~e~~Executive ~~manager~~ may authorize other County employees to take home a County-owned vehicle within Travis or surrounding counties during the emergency period.

(d) This 1.019 is subject to and shall be construed in accordance with Chapter 40 of this Code.

(e) Citations. A citation includes all written orders from law enforcement for vehicle violations including traffic violations, violations recorded by cameras at red lights and non-traffic or non-moving vehicle violations like parking violations for misdemeanor offences.

- (1) An employee operating a county vehicle is responsible for obeying all laws related to operating and parking the vehicle.

- (2) If a citation is issued as a result of the employee's failure to operate or park the County vehicle legally, the employee is responsible for notifying their immediate supervisor and providing their immediate supervisor with a copy of the citation within twenty-four hours.
- (3) The immediate supervisor of the employee shall complete an Affidavit of Non-Liability and send it to the entity issuing the citation to inform that entity that the employee named in the Affidavit of Non-Liability, not Travis County, is responsible for any penalties resulting from the citation.
- (4) The employee is responsible for paying for all the penalties resulting from the citation received, including fines, fees, penalties, court costs and any other related penalties.
- (5) Failure to report citations and/or failure to pay citations will lead to disciplinary action up to and including termination.
- (6) Upon approval of the Commissioners Court, the County Auditor may pay an invoice relating to any citation received as long as the payment request is accompanied by a Certification that the use was business related approved by the Elected or Appointed Official or County Executive ~~Manager~~.

(f) Use of Toll Road

- (1) Only authorized County emergency vehicles may use toll roads. Elected and Appointed Officials shall annually submit a list of emergency vehicles authorized to use toll roads to the County Fleet Manager. The County Fleet Manager submits this list to the appropriate Toll Authorities.
- (2) County Employees using non-emergency County Vehicles on official County Business are expected to use alternative non-toll routes. If an employee uses a toll road for either official County business or other approved use, the employee is responsible for the payment of all toll fees for such use and penalties related to the non-payment of applicable tolls. Tolls and penalties are not eligible for reimbursement by Travis County.
- (3) If an employee uses a personal vehicle on County business, that employee is responsible for the payment of all toll fees for such use and penalties related to the non-payment of applicable tolls. Tolls and penalties are not eligible for reimbursement by Travis County.
- (4) If an employee incurs charges resulting from the unauthorized use of toll roads that result in a liability to Travis County, including tolls, invoice fees, fines, court cost and any other related penalties; the employee is responsible for paying for them. The employee is

responsible for informing their immediate Supervisor of any possible charge or penalty and providing their immediate supervisor with a copy of any citation within twenty-four hours.

- (5) The immediate Supervisor of the employee shall complete an Affidavit of Non-Liability and sent it to the appropriate toll authority to inform it that the employee named in the Affidavit of Non-Liability, not Travis County, is responsible for the tolls and any penalties related to non-payment of tolls.
- (6) Failure to pay tolls or report and pay citations resulting from non-payment of tolls may lead to disciplinary action up to and including termination.
- (7) Unauthorized use of toll roads may lead to disciplinary action up to and including termination.
- (8) Upon approval of the Commissioners Court, the County Auditor may pay an invoice relating to any citation received as long as the payment request is accompanied by a Certification that the use was business related approved by the Elected or Appointed Official or County Executive Manager.

1.020 Policy for Naming New Travis County Facilities¹⁶

- (a) Purpose: To develop written guidelines for naming Travis County Facilities in open and more efficient manner.
- (b) Procedure
 - (1) At any time a Travis County facility is to be named, the Commissioners Court will issue a call for recommendations, provide notice as to the opportunity, and schedule the matter for public discussion and consideration by the Commissioners Court.
 - (2) Recommendation by a Private Citizen and/or Group. Any private citizen and/or group may make a recommendation to the Travis County Commissioners Court regarding the naming of a County facility by presenting that recommendation in writing to any member of the Commissioners Court and/or presenting that recommendation in the Commissioners Court meeting set for public discussion of the matter.
 - (3) If the recommendation is to name the facility after an individual, the following criteria must be met:
 - (A) The individual must have made a significant contribution to Travis County.

¹⁶ Section 1.020 added 2/13/1996, item 4

- (B) The private citizen and/or group making the recommendation must provide a written biographical sketch of the individual, whether living or deceased, to the Commissioners Court when making the recommendation.
- (4) After the public hearing, the Commissioners Court will submit all recommendations to the Travis County Historical Commission, or any other group designated by the Commissioner Court, for review and comment.
- (5) Within the time set by the Commissioners Court, the Travis County Historical Commission (or any reviewing group), will provide the Court with its comments on names which were considered.
- (6) Upon receipt of the comments and recommendations made by the reviewing body, the Commissioners Court will consider all recommendations using the above criteria, and any other factors that the Commissioners Court deems appropriate, and make a final determination.
- (7) Once a final decision has been made, the Commissioners Court:
 - (A) If the person for whom the facility will be named is living, the Commissioners Court must obtain the permission of that person prior to naming the facility.
 - (B) If the person for whom the facility will be named is deceased, the Commissioners Court should contact immediate family members when feasible.
- (c) Final Decision. A decision by the Commissioners Court to name or not name a facility will be final, and the sole discretion in this matter remains with the Commissioners Court. The fact that the criteria listed in Section 1.020(b)(3) have been met does not obligate the Commissioners Court to name a County facility after the individual recommended.

1.021 Policy for Naming County Parks and Park Facilities¹⁷

- (a) Purpose: To establish a formal policy and process for county parks, facilities, fields, and trails, and for placing plaques, markers, and memorials within county parks.
- (b) Objectives:
 - (1) Provide name identification for individual county parks.

¹⁷ Section 1.021 (written as 1.21 in the order) was added 4/25/2000, Item 10.A.
Chapter 1 – amendments added through 11/25/2008

- (2) Provide name identification wherever appropriate for facilities and fields within the parks, and hike and bike trails.
 - (3) Provide citizen input into the process of naming parks and facilities.
 - (4) Insure that the Travis County Commissioners Court controls the naming of its public infrastructure and facilities.
- (c) Criteria for Qualifying Names. Names should provide some of individual identity related to:
- (1) The geographic location of the park, facility, or trail.
 - (2) An outstanding features of the park, facility, or
 - (3) Commonly recognized historical event, or individual verified by the Travis County Historical Commission.
 - (4) A deceased individual who made a significant to Travis County or its park system.
- (d) Other Naming Alternatives
- (1) Parks and facilities that are donated to the County can be named by deed restriction by the donor. The naming and acceptance of land is subject to approval by the Travis County Commissioners
 - (2) Facilities within parks, ball fields, picnic shelters, pavilions. etc. can be named separately the parks they are in, subject to the criteria out in Section c) of this policy.
- (e) Procedure
- (1) The Court will issue a call for recommendations, providing notice as to the opportunity, and schedule the matter for public discussion and consideration by the Commissioners Court.
 - (2) Any private citizen and/or group or County department or employee may make a recommendation to the Travis County Commissioners Court regarding the naming of a County park or facility within a park or trail by presenting that recommendation in writing to any member of the Commissioners Court and/or presenting that recommendation in the Commissioners Court meeting set for public discussion of the matter.
 - (3) The Travis County Transportation and Natural Resource Department will verify that all names submitted do not conflict with existing names facilities and that the proposed names conform to this policy.
 - (4) After a minimum weeks public notice. the Commissioners Court will conduct a public hearing on qualified names to receive public comments on the names.

- (5) The Commissioners Court will make the final selection of the name.
- (f) Renaming County Parks and facilities. The renaming of parks and facilities is strongly discouraged so as not to diminish the original justification for the name. Park names by deed restrictions cannot be considered for renaming. In the event that renaming is justified the recommended name must conform to this policy.
- (g) Other Considerations:
 - (1) If a recommended name is a deceased individual, other than a historical figure, the private citizen making the recommendation must provide a written biographical sketch of the individual and an approving the recommendation from surviving family members.
 - (2) Neither the naming process or the name itself shall discriminate on the basis of race, religion, sex, age, or national origin.
- (h) Final Decision. A decision by the Commissioners Court to name or not to name a park, facility, or trail will be final, and the sole discretion in this remains with the Commissioners Court.
- (i) Plaques, markers, memorials. Plaques, markers, and memorials may be placed in the parks to recognize a significant donation or contribution to park improvements. The plaque, marker, and memorial will be not larger than ____" X ____" bronze plate imbedded in concrete at or below ground level. The recognition of multiple donors may be made on a larger sized plaque place in a common area at the discretion of the Transportation and Natural Resources Department.



Travis County Commissioners Court Agenda Request

Meeting Date: March 6, 2012

Prepared By/Phone Number: Paul B. Matthews, CPA (Finance Director, *Pm*
Travis County Sheriff); 854-9234

Elected/Appointed Official/Dept. Head: Greg Hamilton, Sheriff; 854-9788 *GH*

Commissioners Court Sponsor:

AGENDA LANGUAGE: Consider and take appropriate action on the amended Equitable Sharing Program Compliance Notice for Federal Forfeitures (U.S. Department of Justice filing)

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Memorandum from Paul B. Matthews, CPA (dated 2/22/12)

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

Phyllis Clair, Major, Travis County Sheriff's Office, 854-9759

Mark Sawa, Major, Travis County Sheriff's Office, 854-9758

Paul B. Matthews, Finance Manager, Travis County Sheriff's Office,
854-9234

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.



JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON
TRAVIS COUNTY SHERIFF

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

PHYLLIS CLAIR
Major - Law Enforcement

DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration & Support

February 22, 2012

MEMORANDUM

TO: Honorable Sam Biscoe, County Judge
Honorable Ron Davis, Commissioner, Precinct 1
Honorable Sarah Eckhardt, Commissioner, Precinct 2
Honorable Karen Huber, Commissioner, Precinct 3
Honorable Margaret Gómez, Commissioner, Precinct 4

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

SUBJECT: Equitable Sharing Program Compliance, Federal Asset Forfeiture Certification Report

The purpose of this memorandum is to request approval of the attached amended Equitable Sharing Agreement and Certification report issued by the U.S. Department of Justice.

This amended report was created to correct a transposition error between two check amounts (totaling \$1,395.00) discovered during the recent audit of the Sheriff's Federal Forfeiture by the Travis County Auditor's Office.

Approval of this amended agreement is necessary for the Travis County Sheriff's Office to continue to receive any equitably shared cash, property, or proceeds from participation in an investigation in Fiscal Year 2012 that result in federal property forfeiture.

Please call me at 854-9234, if you would like any additional information.

cc: Greg Hamilton, Travis County Sherriff's Office
Major Phyllis Clair, Travis County Sheriff's Office
Major Mark Sawa, Travis County Sheriff's Office
David Jungerman, Travis County Auditor's Office



Equitable Sharing Agreement and Certification



OMB Number 1123-0011
Expires 9-30-2014

- Police Department Sheriff's Office Task Force (Complete Table A, page 2)
 Prosecutor's Office Other (specify) _____

Agency Name: Travis County Sheriff's Office

NCIC/ORI/Tracking Number:

T	X	2	2	7	0	0	0	0
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Street Address: 5555 Airport Blvd.

City: Austin

State: TX

Zip: 78751-1410

Contact: Title: Major First: Phyllis Last: Clair

Contact: Phone: (512) 854-9759 E-mail: Phyllis.Clair@co.travis.tx.us

Same as **Preparer:** First: Paul Last: Matthews

Contact **Preparer:** Phone: (512) 854-9234 E-mail: Paul.Matthews@co.travis.tx.us

Last Fiscal Year End: 09/30/2011

Agency Current Fiscal Year Budget: \$136,915,782.00

- New Participant:** Read the Equitable Sharing Agreement (page 5) and sign the Affidavit (page 6)
- Existing Participant:** Complete the Annual Certification Report, read the Equitable Sharing Agreement (page 5), and sign the Affidavit (page 6)
- Amended Form:** Revise the Annual Certification Report, read the Equitable Sharing Agreement (page 5), and sign the Affidavit (page 6).

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)	\$30,320.71	\$83,190.36
2	Federal Sharing Funds Received	\$23,924.12	\$125,756.10
3	Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (complete Table B, page 2)		
4	Other Income		
5	Interest Income Accrued Non-Interest Bearing <input type="radio"/> Interest Bearing <input checked="" type="radio"/>	\$13.17	\$83.58
6	Total Equitable Sharing Funds (total of lines 1 - 5)	\$54,258.00	\$209,030.04
7	Federal Sharing Funds Spent (total of lines a - m below)	\$28,490.18	\$83,190.36
8	Ending Balance (difference between line 7 and line 6)	\$25,767.82	\$125,839.68

¹ Justice Agencies are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA.

² Treasury Agencies are: IRS, ICE, CBP, USSS, and USCG.

Summary of Shared Monies Spent		Justice Funds	Treasury Funds
a	Total spent on salaries for new, temporary, not-to-exceed one year employees Refer to § VIII.A.2.a.3 of the <i>Justice Guide</i>		
b	Total spent on overtime		
c	Total spent on informants, "buy money," and rewards		
d	Total spent on travel and training	\$7,416.81	\$216.22
e	Total spent on communications and computers		
f	Total spent on weapons and protective gear	\$10,871.65	\$21,804.25
g	Total spent on electronic surveillance equipment		\$15,300.63
h	Total spent on buildings and improvements		
i	Total transfers to other state and local law enforcement agencies (complete Table C, page 2)		
j	Total spent on other law enforcement expenses (complete Table D, page 3)	\$10,201.72	\$45,869.26
k	Total Expenditures in Support of Community-based Programs (complete Table E, page 3)		
l	Total Windfall Transfers to Other Government Agencies (complete Table F, page 3)		
m	Total spent on matching grants (complete Table G, page 3)		
n	Total	\$28,490.18	\$83,190.36
o	Did your agency receive non-cash assets? <input type="radio"/> Yes <input type="radio"/> No If yes, complete Table H, page 3.		

Please fill out the following tables, if applicable.

Table A: Members of Task Force

Agency Name	NCIC/ORI/Tracking Number								
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Table B: Equitable Sharing Funds Received from other Agencies

Total the amount transferred to each agency on separate lines

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds						
Agency Name: <input style="width: 400px;" type="text"/>								
NCIC/ORI/Tracking Number: <table border="1" style="display: inline-table; width: 150px; height: 20px;"><tr><td style="width: 15%;"></td><td style="width: 15%;"></td><td style="width: 15%;"></td><td style="width: 15%;"></td><td style="width: 15%;"></td><td style="width: 15%;"></td><td style="width: 15%;"></td><td style="width: 15%;"></td></tr></table>								

Table C: Equitable Sharing Funds Transferred to Other Agencies

Total the amount transferred to each agency on separate lines

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds						
Agency Name: <input style="width: 400px;" type="text"/>								
NCIC/ORI/Tracking Number: <table border="1" style="display: inline-table; width: 150px; height: 20px;"><tr><td style="width: 15%;"></td><td style="width: 15%;"></td><td style="width: 15%;"></td><td style="width: 15%;"></td><td style="width: 15%;"></td><td style="width: 15%;"></td><td style="width: 15%;"></td><td style="width: 15%;"></td></tr></table>								

Table D: Other Law Enforcement Expenses

Description of Expense	Justice Funds	Treasury Funds
Purchase of Lie Detector Equipment	\$7,435.00	
Purchase of anti-sexting CDs for Public Distribution		\$22,680.00
Purchase of Forensic Drying Cabinet		\$2,634.98
Purchase of training ammunition		\$13,376.00
Purchase of two Dive Manikans	\$2,766.72	\$4,333.28
Transmission Repair on BEAR SWAT vehicle		\$1,495.00
Installation of Sheriff Dept. and SWAT logos on new BEAR SWAT Vehicle		\$1,350.00

Table E: Expenditures in Support of Community-based Programs

Refer to § VIII.A.1.m and Appendix C of the *Justice Guide*

Recipient	Justice Funds	

Table F: Windfall Transfers to Other Government Agencies

Refer to § VIII.A.1.n of the *Justice Guide* and pp. 25-26 of the *Treasury Guide*

Recipient	Justice Funds	Treasury Funds

Table G: Matching Grants

Refer to § VIII.A.1.h of the *Justice Guide* and p. 22 of the *Treasury Guide*

Matching Grant Name	Justice Funds	Treasury Funds

Table H: Other Non-Cash Assets Received

Source	Description of Asset
Justice <input type="radio"/>	
Treasury <input type="radio"/>	

Table I: Civil Rights Cases

Name of Case	Type of Discrimination Alleged			
Shay Deann Morrow, Cause #A-1-10-CV-554	<input type="checkbox"/> Race	<input type="checkbox"/> Color	<input type="checkbox"/> National Origin	<input type="checkbox"/> Gender
	<input type="checkbox"/> Disability	<input type="checkbox"/> Age	<input checked="" type="checkbox"/> Other Civil Rights	

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, Program Operations Unit, 1400 New York Avenue, N.W., Tenth Floor, Washington, DC 20005.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal equitable sharing program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal equitable sharing program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. Submission. This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature page (page 6) submitted by fax. This will constitute submission to the Department of Justice and the Department of Treasury.

2. Signatories. This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the person who allocates funds or approves the budget for the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

3. Uses. Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal Equitable Sharing Program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing for State and Local Law Enforcement (Justice Guide)*, and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide)*.

4. Transfers. Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of Treasury, depending on the source of the funds, that the receiving agency is a federal Equitable Sharing Program participant and has a current Equitable Sharing Agreement and Certification on file.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal forfeiture fund account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public monies as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide*, including the requirement in the *Justice Guide* to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice or Treasury Guides*, depending on the source of the funds/property.

6. Audit Report. Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

Affidavit - Amended Form

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice* and/or *Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above? **Yes** **No**

If you answered yes to the above question, complete Table I

Agency Head

See ¶ 2 on page

Signature: _____

Name: Greg Hamilton

Title: Sheriff

Date: _____

Governing Body Head

See ¶ 2 on page

Signature: _____

Name: Samuel T. Biscoe

Title: County Judge, Travis County

Date: _____

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Entered by _____

Entered on _____

FY End: 09/30/2011

NCIC: TX2270000 Agency: Travis County Sheriff's Office

State: TX Contact: Phyllis Clair



Date Printed: February 23, 2012 08:39

Phone: (512) 854-9759

E-mail: Phyllis.Clair@co.travis.tx.us



Travis County Commissioners Court Agenda Request

Meeting Date: March 6, 2012

Prepared By/Phone Number: Nicki Riley, Auditor's Office, 854-9125

Elected/Appointed Official/Dept. Head: Susan Spataro, Travis County Auditor

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE: Consider and take appropriate action on Management Representation Letter to be provided to Atchley & Associates, LLP regarding the fiscal year 2011 County-wide annual financial audit.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: A Management Representation Letter is required by accounting standards for each year's external financial statement audit. Once Commissioners Court approves of the language, hard copies will be provided.

STAFF RECOMMENDATIONS: N/A

ISSUES AND OPPORTUNITIES: N/A

FISCAL IMPACT AND SOURCE OF FUNDING: N/A

REQUIRED AUTHORIZATIONS: 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.

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

February 24, 2012

Atchley & Associates, LLP
6850 Austin Center Blvd, Suite 180
Austin, Texas 78731

We are providing this letter in connection with your audit of the financial statements of the governmental activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of Travis County (the "County" or the "primary government"), as of and for the year ended September 30, 2011, which collectively comprise the County's basic financial statements for the purpose of expressing an opinion as to whether the basic financial statements present fairly, in all material respects, the financial position, results of operations or changes in fund balances or net assets, and cash flows of the County in conformity with accounting practices prescribed in Chapter 2266, Texas Government Code ("Chapter 2266"), Financial Accounting and Reporting (the "Statutory Basis").

We confirm that we are responsible for the following:

- a. The fair presentation, in the basic financial statements, of the financial position of the governmental activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information, in conformity with the Statutory Basis, a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America ("GAAP").
- b. With regards to the inclusion of the financial results of the Travis County Healthcare District ("Central Health") which is presented as a discretely presented component unit, we have relied on the financial statements audited by the accounting firm of Maxwell, Locke & Ritter ("ML&R") and the representation letter that ML&R received from Central

Health's President and CEO, Patricia Young-Brown, relating to that audit as the basis for accepting the results for inclusion into the County's Basic Financial Statements. (See attached representation letter.) We have used these audited financial statements as the source for the financial results that are included in the County's Basic Financial Statements and have not independently verified that information or its conformance with GAAP.

- c. The fair presentation of the required supplementary information, including Management's Discussion and Analysis, and additional supplemental schedules accompanying the basic financial statements that are presented for the purpose of additional analysis of the basic financial statements.
- d. The design and implementation of programs and controls to prevent and detect fraud, including fraud related to federal and state awards.
- e. Establishing and maintaining effective internal control over financial reporting.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm, to the best of our knowledge and belief, the following representations made to you during your audit.

1. The basic financial statements referred to above are fairly presented in conformity with the Statutory Basis, a comprehensive basis of accounting other than GAAP. The only departure from GAAP as a result of applying the Statutory Basis is the accounting and reporting of other post-employment benefits ("OPEB"). Following GASB Statement No. 45, *Accounting and Financial Reporting by Employers for Post-employment Benefits Other Than Pensions*, would have materially misrepresented the actions of the Commissioners' Court and consequently would have produced financial statements that were materially misleading.

2. With regards to the inclusion of the financial results of Central Health which is presented as a discretely presented component unit, we have relied on the financial statements audited by the accounting firm of Maxwell, Locke & Ritter (“ML&R”) and the representation letter that ML&R received from Central Health’s President and CEO, Patricia Young-Brown, relating to that audit as the basis for accepting the results for inclusion into the County’s Basic Financial Statements. (See attached representation letter.) We have used these audited financial statements as the source for the financial results that are included in the County’s Basic Financial Statements and have not independently verified that information or its conformance with GAAP.
3. In addition:
 - a. The financial statements include all material component units and properly disclose all other material related organizations.
 - b. In all material respects, the financial statements properly classify all funds and activities, including special items.

GASB Interpretation No. 6, *Recognition and Measurement of Certain Liabilities and Expenditures in Governmental Fund Financial Statements*, clarified the application of existing standards as it relates to the types of liabilities that should be reported as governmental fund liabilities and expenditures. As it relates to compensated absences leave, those benefits that are expected to be liquidated with current expendable resources have been reported, to the extent they have matured, as a liability and expenditure, with the remainder being reported as a portion of the fund balance designated for disbursement of near-term compensated absence benefits in the respective governmental funds. On the government-wide financial statements, all incurred liabilities, both the above-stated current portion and the non-current portion, have been reported as a liability and expense.

- c. All funds that meet the quantitative criteria in GASB Statement No. 34 and Statement No. 37, *Basic Financial Statements—and Management’s Discussion and Analysis—for State and Local Governments*, for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.

- d. In all material respects, net asset components (invested in capital assets, net of related debt; restricted; and unrestricted) are properly classified and, if applicable, approved. In addition, fund balance components (nonspendable, restricted, committed, assigned, and unassigned) have been properly classified in accordance with GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions* and, if applicable, approved.
- e. In all material respects, expenses have been appropriately classified in or allocated to functions and programs in the Statement of Activities, and allocations have been made on a reasonable basis.
- f. Over the past several years, the GASB has made changes as to the classification of revenues between program and general revenue. Therefore, to the best of our knowledge, in all material respects, revenues are appropriately classified in the Statement of Activities within program revenues or general revenues.
- g. In all material respects, interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
- h. In all material respects, deposits and investment securities are properly classified in category of credit risk as defined by the GASB Statement No. 40, *Deposit and Investment Risk Disclosures (an amendment of GASB Statement No. 3)*.
- i. In all material respects, capital assets, including infrastructure assets, are properly capitalized, reported, and, if applicable, depreciated.
- j. In all material respects, required supplementary information is measured and presented within prescribed guidelines.
- k. Applicable laws and regulations are followed in adopting, approving and amending budgets.
- l. Costs to federal and state awards have been charged in accordance with applicable cost principles.

For all items below, with regards to Central Health's financial statements, please refer to the representation in No. 2 above.

4. The County has made available to you all:
 - a. Summaries of actions of the Commissioners' Court.
 - b. Financial records and related data for all financial transactions of the County and for all funds administered by the County. The records, books, and accounts, as provided to you, record the financial and fiscal operations of all funds administered by the County and provide the audit trail to be used in a review of accountability. Information presented in financial reports is supported by the books and records from which the financial statements have been prepared.
 - c. Relevant OPEB related documents.
 - d. Contracts and grant agreements (including amendments, if any) and any other correspondence that has taken place with federal and state agencies that could have a material effect on the financial statements.
5. There has been no:
 - a. Action taken by County management that contravenes the provisions of federal laws and State of Texas laws and regulations, or of contracts and grants applicable to the County.
 - b. Communication from other governmental or regulatory agencies concerning noncompliance with or deficiencies in financial reporting practices or other matters that could have a material effect on the financial statements.
6. We have no knowledge of any fraud or suspected fraud affecting the County involving (1) management, (2) employees who have significant roles in internal control over financial reporting, or (3) others where the fraud could have a material effect on the financial statements that have not been provided to you and to the District Attorney's Office.
7. The County has made available to you the results of management's assessment of fee collecting offices/departments subject to its internal examinations; such assessment includes an assessment of the risk of fraud.

8. We have no knowledge of any allegations of fraud or suspected fraud affecting the County received in communications from employees, former employees, analysts, regulators, short sellers, or others that have not been provided to you and to the District Attorney's Office.
9. There are no material unasserted claims or assessments that legal counsel has advised us are probable of assertion and must be disclosed in accordance with FASB Accounting Standards Codification 450, *Contingencies* (FAS-5, *Accounting for Contingencies*) except as disclosed in the financial statements.
10. The Schedule of Expenditures of Federal and State Awards was prepared in accordance with the requirements of OMB Circular A-133 section 310.b, "Audits of States, Local Governments, and Non-Profit Organizations" and the State of Texas Governor's Office of Budget and Planning "Uniform Grant Management Standards." We have identified in that schedule all awards provided by federal and state agencies in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance, or direct appropriations. We further acknowledge that the methods of measurement or presentation have not changed from those used in the prior period or, if the methods of measurement have changed, we have provided you with the reason for such changes. We are responsible for understanding and complying with the compliance requirements related to the preparation of the schedule.
11. We are responsible for compliance with local, state and federal laws, rules and regulations, and provisions of grants and contracts relating to the County's operations. We are responsible for establishing and maintaining the components of internal control relating to our activities in order to achieve the objectives of providing reliable financial reports, effective and efficient operations, and compliance with laws and regulations. The County is responsible for maintaining accounting and administrative control over revenues, obligations, expenditures, assets, and liabilities.
12. We have:
 - a. Identified the requirements of laws, regulations, and the provisions of contracts and grant agreements that are considered to have a direct and material effect on each federal and state program as

identified in Part 3 of the OMB Circular A-133 Compliance Supplement that is applicable to this fiscal year.

- b. Complied, in all material respects, with the requirements identified above in connection with federal and state awards except as disclosed in the Schedule of Findings and Questioned Costs, if any.
- c. Made available all information related to federal and state financial reports and claims for advances and reimbursements. Federal and state financial reports and claims for advances and reimbursements are supported by the books and records from which the financial statements have been prepared and are prepared in all material respects on a basis consistent with that presented in the Schedule of Expenditures of Federal and State Awards. The copies of federal or state program financial reports provided are true copies of the reports submitted, or electronically transmitted, to the federal or state agency or pass-through entity, as applicable.
- d. We are not aware of any interpretations of any compliance requirements that have varying interpretations. If there are any, we will identify and disclose them to you.
- e. Monitored subrecipients through desk reviews and on-site visits to determine that they have expended pass-through assistance in accordance with applicable laws and regulations and to the best of our knowledge, have met the requirements of Circular A-133.
- f. During FY 2011, for those subrecipients that receive grant awards from Travis County, we have requested the Single Audit Report and audited financial statements. We received responses from all ten subrecipients and have reviewed reports for audit findings to identify comments specific to Travis County grant programs. Based on our review of the Single Audit Reports submitted by the subrecipients, there were no audit findings specific to Travis County grant programs; however, some do not specifically identify Travis County. Had there been any audit findings specific to Travis County, we would have taken appropriate corrective action on a timely basis after receipt of a subrecipient's auditor's report that

- identifies noncompliance with laws, regulations, or the provisions of contracts or grant agreements.
- g. Considered the results of the subrecipient's audits and made any necessary adjustments to the auditee's own books and records.
 - h. Identified and disclosed all amounts questioned and any known noncompliance with the requirements of federal and state awards, including the results of other audits or program reviews related to programs subject to the objective of the audit.
 - i. For the reports that the Auditor's Office has received, identified known previous financial audits, attestation engagements, performance audits, or other studies related to the objectives of the audit and the corrective actions taken to address significant findings and recommendations, including the status of follow-up on prior audit findings and information about all management decisions made by federal awarding agencies and pass-through entities.
 - j. For the reports that the Auditor's Office has received, provided to you on the reported findings, conclusions, recommendations and County's responses for your report.
13. We are responsible for follow-up on all prior-year Single Audit findings. We have prepared a summary schedule of prior-year findings in accordance with Circular A-133 reporting the implementation by the applicable County offices/departments of the prior-year's corrective action plan.
14. If there are any current-year Single Audit findings, we will include in the corrective action plan, the title of the person in our organization who is responsible for implementation of the actions, the best actions to be taken, and the estimate of a completion date. We will take timely and appropriate steps to remedy any fraud, illegal acts, violations of provisions of contracts or grant agreements, or abuse, should any of these be found to have occurred and be reported by you.
15. Management has identified and disclosed to you all laws and regulations that have a direct and material effect on the determination of financial statement amounts.

16. To our knowledge, tax-exempt bonds issued have retained their tax-exempt status.
17. The County has adopted the provisions of GASB Statement No. 39, *Determining Whether Certain Organizations Are Component Units* ("GASB 39"), an amendment of GASB Statement No. 14, *The Financial Reporting Entity*. As of September 30, 2011, we believe, based on the significance and materiality of those organizations to the County that we have properly identified and reported as a component unit of the County each organization that meets the criteria established in GASB 39.

Except where otherwise stated below, matters less than \$100,000 collectively are not considered to be exceptions that require disclosure for the purpose of the following representations. This amount is not necessarily indicative of amounts that would require adjustment to or disclosure in the financial statements.

18. We have disclosed to you any material change in the County's internal control over financial reporting that occurred during the County's most recent fiscal year that has materially affected, or is reasonably likely to materially affect, the County's internal control over financial reporting.
19. There are no known material transactions that have not been properly recorded in the accounting records underlying the financial statements.
20. The County has no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.
21. The following, to the extent applicable, have been appropriately identified and properly recorded and disclosed in the financial statements:
 - a. Related-party transactions and associated receivables or payables, including sales, purchases, loans, transfers, leasing arrangements, and guarantees (written or oral).
 - b. Guarantees, whether written or oral, under which the County is contingently liable.
 - c. Interfund transactions, including repayment terms.

- d. Arrangements with financial institutions involving compensating balances or other arrangements involving restrictions on cash balances and line-of-credit or similar arrangements.
 - e. Financial instruments with significant individual or group concentration of credit risk.
 - f. All impaired loans receivable.
 - g. Loans that have been restructured to provide a reduction or deferral of interest or principal payments because of borrower financial difficulties.
 - h. Agreements to repurchase assets previously sold.
22. In preparing the financial statements in conformity with the Statutory Basis, management uses estimates. All estimates have been disclosed in the financial statements for which known information was available prior to the issuance of the financial statements indicating that both of the following criteria were met:
- a. It was at least reasonably possible that the estimate of the effect on the financial statements of a condition, situation, or set of circumstances that existed at the date of the financial statements would change in the near term due to one or more future confirming events.
 - b. The effect of the change would be material to the financial statements.
23. Risks associated with concentrations of accounts receivable, based on information known to management, that meet all of the following criteria have been disclosed in the financial statements:
- a. The concentration exists at the date of the financial statements
 - b. The concentration makes the enterprise vulnerable to the risk of a near-term severe impact
 - c. It is at least reasonably possible that the events that could cause the severe impact will occur in the near term.

24. There are no:
- a. Known violations or possible violations of laws or regulations whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency.
 - b. Other liabilities or gain or loss contingencies that are required to be accrued or disclosed by FASB Accounting Standards Codification 450, *Contingencies* (FAS-5, *Accounting for Contingencies*) that have not been disclosed in Item 9.
25. The County has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets, nor has any asset been pledged as collateral except for the debt service reserve.
26. We have no intention of terminating any of our pension plans or withdrawing from the multi-employer plan, or taking any other action that could result in an effective termination or reportable event for any of the plans. We are not aware of any occurrences that could result in the termination of any of our pension or multi-employer plans to which we contribute. We believe that the actuarial assumptions and methods used to measure pension liabilities and costs for financial accounting purposes are appropriate in the circumstances. We have reported in the Retirement Plan Note 11 information based on data furnished from TCDRS as of December 31, 2010.
27. We have reviewed the work of the actuarial service providers in evaluating the Self-Insurance Fund and the Employee Health Benefit Fund for the loss and claims reserve amounts and related disclosures ("IBNR") as of September 30, 2011.
- a. We did not give any instructions, nor cause any instructions to be given, to the actuarial service providers with respect to values or amounts derived in an attempt to bias their work, and we are not aware of any matters that have impacted the independence or objectivity of the actuarial service providers that has not been provided to you.
 - b. The attached certification from the management that is responsible for the Self-Insurance Fund and for the Employee Health Benefit Fund states that they did consider the qualifications of the actuarial service providers in determining the loss and claims amounts and related disclosures.

28. The County has complied with all aspects of contractual agreements that would have an effect on the financial statements in the event of noncompliance.
29. Other than those disclosed in the notes to the financial statements, no events have occurred subsequent to September 30, 2011 that require consideration as adjustments to or disclosures in the financial statements.
30. Management has disclosed whether, subsequent to September 30, 2011, any changes in internal control or other factors that might significantly affect internal control over financial reporting, including any corrective action taken by management with regard to significant deficiencies and material weaknesses, have occurred.
31. The County is responsible for determining and maintaining the adequacy of the allowance for doubtful notes, loans, interfund receivables, and accounts receivable, as well as estimates used to determine such amounts. Management believes the allowances are adequate to absorb currently estimated bad debts in the account balances.
32. We are not aware of any significant inventories as of September 30, 2011. All inventories are considered property of the County.
33. There are no known control deficiencies in the design or operation of internal control over financial reporting that could adversely affect the County's ability to initiate, record, process, and report financial information.
34. No department or agency of the County has reported a material instance of noncompliance to us.
35. Management has disclosed all contracts or other agreements of the primary government with the County's service organizations.
36. We are not aware of any communications from the County's third-party service organizations of the primary government relating to noncompliance with the County's operations at those service organizations.
37. We have appropriately identified and properly recorded and disclosed in the financial statements all material interfunded transactions, including repayment terms.

38. The County has determined whether a capital asset has been impaired in accordance with GASB Statement No. 42, *Accounting and Financial Reporting for Impairment of Capital Assets and for Insurance Recoveries*. In making this determination, the County considered the following factors:
 - a. The magnitude of the decline in service utility is significant.
 - b. The decline in service utility is expected.
39. The County has not completed the process of evaluating the impact that will result from adopting GASB Statement No. 60, *Accounting and Financial Reporting for Service Concession Arrangements*, GASB Statement No. 61, *The Financial Reporting Entity: Omnibus-an amendment of GASB Statements No. 14 and No. 34*, GASB Statement No. 62, *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*, GASB Statement No. 63, *Financial Reporting of Deferred outflows of Resources, Deferred Inflows of Resources, and Net Position*, and GASB Statement No. 64, *Derivative Instruments: Application of Hedge Accounting Termination Provisions-an amendment of GASB Statement No. 53*. The County is therefore unable to disclose the impact that adopting these Statements will have on its financial position and results of operations when such Statements are adopted, if any.
40. The County has adopted GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions* and GASB Statement No. 59, *Financial Statements Omnibus* (collectively call the "Statements"). The County has determined there was no material impact on its financial position and results of operations when such Statements were adopted.
41. The County has determined that after review of GASB Statement No. 45 ("GASB 45") *Accounting and Financial Reporting by Employers for Post-employment Benefits Other Than Pensions* ("OPEB"):
 - a. presentation of the OPEB provided by the County in the manner presently required under GASB 45 would be inconsistent with State financial laws and misrepresent the nature, scope, and duration of the financial activities of the County and would be contrary to Chapter 2266. Accordingly, with respect to the reporting of

OPEB, the County prepared financial statements in accordance with the Statutory Basis, a comprehensive basis of accounting other than GAAP.

- b. no promises of continuing retirement healthcare benefits beyond fiscal year 2012 have been made to employees by the Commissioners' Court. The Commissioners' Court, as the governing body of the County, approves Other Postemployment Benefits ("OPEB") on a year-to-year basis during the annual budget process and has not created a constitutionally valid obligation for OPEB beyond fiscal year 2012. The projected cost for the OPEB plan adopted for retirees for fiscal year 2012 is \$5,846,179 and has been reported as a liability as of September 30, 2011 to reflect the decision made by Commissioners' Court. We affirm that financial statements are a documentation of financial decisions made by the governing body during the reported fiscal year. As it relates to OPEB, nothing in this management representation letter or the Comprehensive Annual Financial Report ("CAFR") shall be construed as to create an obligation, guarantee a benefit or compensation, or limit the authority of the governing body to unilaterally change any policy or benefit at any time.
42. The County does not have derivative instruments as defined by GASB Technical Bulletin 2003-1, *Disclosure Requirements for Derivatives Not Reported at Fair Value on the Statement of Net Assets* (TB 03-1).
 43. We believe that all material expenditures that have been deferred to future periods are recoverable.
 44. With regard to the fair value measurements and disclosures of certain assets, liabilities, and specific components of equity, such as investments, we believe that in all material respects:
 - a. The measurement methods, including the related assumptions, used in determining fair value were appropriate and were consistently applied based on information available as of September 30, 2011.
 - b. The completeness and adequacy of the disclosures related to fair values are in conformity with the Statutory Basis of accounting.

- c. No events have occurred subsequent to September 30, 2011 that require adjustment to the fair value measurements and disclosures included in the financial statements.

Samuel T. Biscoe
County Judge

Karen Huber
County Commissioner,
Precinct 3

Ron Davis
County Commissioner,
Precinct 1

Margaret Gomez
County Commissioner,
Precinct 4

Sarah Eckhardt
County Commissioner,
Precinct 2

Susan Spataro
County Auditor

January 16, 2012

Maxwell Locke & Ritter LLP
401 Congress Avenue, Suite 1100
Austin, Texas 78701

We are providing this letter in connection with your audit of the financial statements of Travis County Healthcare District (doing business as and herein after referred to as “**Central Health**”) as of September 30, 2011, and for the year then ended for the purpose of expressing an opinion as to whether the financial statements present fairly, in all material respects, the respective financial position of Central Health and the respective changes in financial position and cash flows thereof in conformity with U.S. generally accepted accounting principles. We confirm that we are responsible for the fair presentation of the previously mentioned financial statements in conformity with U.S. generally accepted accounting principles. We are also responsible for adopting sound accounting policies, establishing and maintaining effective internal control over financial reporting, and preventing and detecting fraud.

We confirm, to the best of our knowledge and belief, the following representations made to you during your audit.

- 1) The financial statements referred to above are fairly presented in conformity with U.S. generally accepted accounting principles and include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.
- 2) We have made available to you all—
 - a) Financial records and related data and all audit or relevant monitoring reports, if any, received from funding sources.
 - b) Minutes of the meetings of the Board of Managers or summaries of actions of recent meetings for which minutes have not yet been prepared.
- 3) There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
- 4) There are no material transactions that have not been properly recorded in the accounting records underlying the financial statements.
- 5) We are in agreement with the adjusting journal entries you have proposed, and they have been posted.
- 6) We acknowledge our responsibility for the design and implementation of programs and controls to prevent and detect fraud.

Thomas B. Coopwood, M.D.
Chairman

Rosie Mendoza, C.P.A.
Vice-Chairman

Frank Rodriguez
Treasurer

Brenda Coleman-Beggs, M.A.
Secretary

Clarke Hendrick, J.D.

Anthony Haley, J.D.

Katrina Daniel, R.N.

Rebecca Lighsey

Lynne Hudson, R.N.-C., M.P.H.

- 7) We have no knowledge of any fraud or suspected fraud affecting the entity involving:
 - a) Management,
 - b) Employees who have significant roles in internal control, or
 - c) Others where the fraud could have a material effect on the financial statements.
- 8) We have no knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators, or others.
- 9) We have identified to you any previous financial audits, attestation engagements, performance audits, or other studies related to the objectives of the audit being undertaken and the corrective actions taken to address significant findings and recommendations.
- 10) Central Health has no plans or intentions that may materially affect the carrying value or classification of assets, liabilities, or equity.
- 11) The following, if any, have been properly recorded or disclosed in the financial statements:
 - a) Related party transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties.
 - b) Guarantees, whether written or oral, under which Central Health is contingently liable.
 - c) All accounting estimates that could be material to the financial statements, including the key factors and significant assumptions underlying those estimates and measurements. We believe the estimates and measurements are reasonable in the circumstances, consistently applied, and adequately disclosed.
- 12) We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts; and we have identified and disclosed to you all laws, regulations and provisions of contracts and grant agreements that we believe have a direct and material effect on the determination of financial statement amounts, or other financial data significant to the audit objectives, including legal and contractual provisions for reporting specific activities in separate funds.
- 13) There are no—
 - a) Violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.

- b) Unasserted claims or assessments that our lawyer has advised us are probable of assertion and must be disclosed in accordance with Financial Accounting Standards Board (FASB) Statement No. 5, Accounting for Contingencies.
 - c) Other liabilities or gain or loss contingencies that are required to be accrued or disclosed by FASB Statement No. 5.
 - d) Reservations or designation of fund equity that were not properly authorized and approved.
- 14) As part of your audit, you prepared the draft financial statements and related notes. We have designated a competent management-level individual to oversee your services and have made all management decisions and performed all management functions. We have reviewed, approved, and accepted responsibility for those financial statements and related notes.
- 15) Central Health has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
- 16) Central Health has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
- 17) The financial statements include all component units as well as joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations.
- 18) The financial statements properly classify all funds and activities.
- 19) All funds that meet the quantitative criteria in GASB Statement Nos. 34 and 37 for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
- 20) Net asset components (invested in capital assets, net of related debt; restricted; and unrestricted) and fund balance reserves and designations are properly classified and, if applicable, approved.
- 21) Provisions for uncollectible receivables have been properly identified and recorded.
- 22) Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
- 23) Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
- 24) Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
- 25) Deposits and investment securities are properly classified as to risk, and investments are properly valued.
- 26) Capital assets, including infrastructure assets, are properly capitalized, reported, and, if applicable, depreciated.

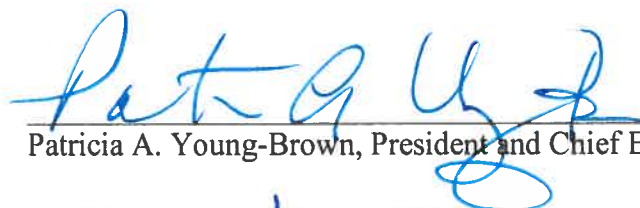
- 27) Receivables recorded in the financial statements represent valid claims against debtors for transactions arising on or before the balance sheet date and have been appropriately reduced to their estimated net realizable value.
- 28) We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.
- 29) With respect to the management's discussion and analysis section (the "MD&A"), we acknowledge our responsibility for presenting the MD&A in accordance with accounting principles generally accepted in the United States of America, and we believe the MD&A, including its form and content, is fairly presented in accordance with accounting principles generally accepted in the United States of America. The methods of measurement and presentation of the MD&A have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.
- 30) With respect to federal award programs:
- a) We are responsible for understanding and complying with and have complied with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, including requirements relating to preparation of the schedule of expenditures of federal awards.
 - b) We have prepared the schedule of expenditures of federal awards in accordance with OMB Circular A-133, and have identified and disclosed in the schedule expenditures made during the audit period for all awards provided by federal agencies in the form of grants, federal cost-reimbursement contracts, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance.
 - c) We acknowledge our responsibility for presenting the schedule of expenditures of federal awards (SEFA) in accordance with the requirements of OMB Circular A-133 §310.b, and we believe the SEFA, including its form and content, is fairly presented in accordance with the Circular. The methods of measurement and presentation of the SEFA have not changed from those used in the prior period and we have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the SEFA.
 - d) We have identified and disclosed to you all of our government programs and related activities subject to OMB Circular A-133.
 - e) We are responsible for understanding and complying with, and have complied with, the requirements of laws, regulations, and the provisions of contracts and grant agreements related to each of our federal programs and have identified and disclosed to you the requirements of laws, regulations,

and the provisions of contracts and grant agreements that are considered to have a direct and material effect on each major program.

- f) We are responsible for establishing and maintaining, and have established and maintained, effective internal control over compliance requirements applicable to federal programs that provides reasonable assurance that we are managing our federal awards in compliance with laws, regulations, and the provisions of contracts and grant agreements that could have a material effect on our federal programs. We believe the internal control system is adequate and is functioning as intended. Also, no changes have been made in internal control over compliance or other factors to the date of this letter that might significantly affect internal control, including any corrective action taken with regard to control deficiencies reported in the schedule of findings and questioned costs.
- g) We have made available to you all contracts and grant agreements (including amendments, if any) and any other correspondence with federal agencies or pass-through entities relevant to federal programs and related activities.
- h) We have received no requests from a federal agency to audit one or more specific programs as a major program.
- i) We have complied with the direct and material compliance requirements, including when applicable, those set forth in the *OMB Circular A-133 Compliance Supplement*, relating to federal awards and have identified and disclosed to you all amounts questioned and all known noncompliance with the requirements of federal awards, including those resulting from other audits or program reviews.
- j) We have disclosed any communications from grantors and pass-through entities concerning possible noncompliance with the direct and material compliance requirements, including communications received from the end of the period covered by the compliance audit to the date of the auditor's report.
- k) We have disclosed to you the findings received and related corrective actions taken for previous audits, attestation engagements, and internal or external monitoring that directly relate to the objectives of the compliance audit, including findings received and corrective actions taken from the end of the period covered by the compliance audit to the date of the auditor's report.
- l) Amounts claimed or used for matching were determined in accordance with relevant guidelines in OMB Circular A-87, *Cost Principles for State, Local, and Tribal Governments*, and OMB's *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*.
- m) We have disclosed to you our interpretation of compliance requirements that may have varying interpretations.

- n) We have made available to you all documentation related to the compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.
- o) Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the financial statements have been prepared.
- p) We have charged costs to federal awards in accordance with applicable cost principles.
- q) The copies of federal program financial reports provided you are true copies of the reports submitted, or electronically transmitted, to the respective federal agency or pass-through entity, as applicable.
- r) We are responsible for and have accurately prepared the summary schedule of prior audit findings to include all findings required to be included by OMB Circular A-133 and we have provided you with all information on the status of the follow-up on prior audit findings by federal awarding agencies and pass-through entities, including all management decisions.
- s) We are responsible for and have accurately prepared the auditee section of the Data Collection Form as required by OMB Circular A-133.

Other than those disclosed in Note 20 to the financial statements, no events, including instances of noncompliance, have occurred subsequent to the balance sheet date and through the date of this letter that would require adjustment to or disclosure in the aforementioned financial statements.



Patricia A. Young-Brown, President and Chief Executive Officer



John Stephens, Chief Financial Officer



Lee Kiser, Controller

**MANAGEMENT REPRESENTATION
ACTUARIAL SERVICE PROVIDERS
CERTIFICATION
SELF-INSURANCE FUND and HEALTH BENEFIT FUND
FY 2011**

We have reviewed the work of the actuarial service providers in evaluating Travis County's Self-Insurance Fund and Travis County's Employee Health Benefit Fund for the loss and claims reserve amounts and related disclosures associated with claims incurred but not yet reported as of September 30, 2011. We agree with the work of the actuarial service providers in evaluating the property, general, automobile, workers' compensation, and employee and retiree health liabilities and have adequately considered the qualifications of the actuarial service providers in determining amounts and disclosures used in the financial statements and underlying accounting records.

We did not give any instructions, nor cause any instructions to be given to the actuarial service providers with respect to values or amounts derived in an attempt to bias their work, and we are not aware of any matters that have impacted the independence or objectivity of the actuarial service providers.



Dan Mansour, Risk Manager
Human Resources Management



Diane Blankenship, Director
Human Resources Management



Leroy Nellis, Acting County Executive Manager
Planning and Budget



Travis County Commissioners Court Agenda Request

March 6

Meeting Date: ~~February 28~~, 2012

Prepared By/Phone Number: Bryon Curtis 512-854-6372

Elected/Appointed Official/Dept. Head: Constable Adan Ballesteros

Commissioners Court Sponsor:

AGENDA LANGUAGE:

REVIEW AND APPROVE THE IMMEDIATE RELEASE OF PRECINCT 2 TRAINING BUDGET FUNDS FOR TRAVEL COSTS FOR CONSTABLE ADAN BALLESTEROS, CHIEF DEPUTY GEORGE MORALES AND DEPUTY KEVIN WARD TO ATTEND POLICE WEEK 2012, SPONSORED AND INVITED BY THE NATIONAL LAW ENFORCEMENT OFFIERS MEMORIAL FUND AND THE FRATERNAL ORDER OF POLICE, IN WASHINGTON, DC FOR THE PERIOD OF MAY 11TH THROUGH MAY 17TH IN HONOR OF FALLEN PRECINCT 2 DEPUTY, CORPORAL KEVIN LEE AIGNER.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

PRECINT 2 DEPUTY, CORPORAL KEVIN LEE AIGNER, DIED WHILE ON DUTY SERVING THE STEINER RANCH COMMUNITY FOLLOWING THE SEPTEMBER, 2011 WILDFIRES. THE NATIONAL LAW ENFORCEMENT OFFICERS MEMORIAL FUND HAS SELECTED CORPORAL AIGNER TO BE OFFICIALLY RECOGNIZED AT THIS YEAR'S MEMORIAL EVENT IN WASHINGTON, DC, WHERE HIS NAME WILL BE PERMANENTLY INSCRIBED ON THE NATIONAL MONUMENT. CORPORAL AIGNER'S FAMILY AND PRECINCT 2 HONOR GUARD HAVE BEEN FORMALLY INVITED TO ATTEND THIS 5 DAY EVENT. THE REQUEST IS FOR COMMISSIONERS COURT TO ALLOW THE USE OF TRAINING BUDGET FUNDS TO COVER TRAVEL COSTS (AIRFARE, LODGING, TRANSPORTATION, MEALS) FOR CONSTABLE ADAN BALLESTEROS, CHIEF DEPUTY GEORGE MORALES AND DEPUTY KEVIN WARD FROM MAY 11, 2012 THROUGH MAY 17, 2012.

PRICING AND AVAILABILITY ARE SUBJECT TO CHANGE,
BUT CURRENT EXPECTED COSTS TOTAL \$3982.00 maximum
AIRFARE/HOTEL/RENTAL CAR: \$3301.00

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.

MEALS: \$30/DAY/PERSON = \$90 X 6 = \$540.00

WASHINGTON DC RAIL 7 DAY FAST PASS: \$47.00 X 3 = \$141.00

PLEASE SEE ATTACHED EXHIBITS TO SUPPORT THIS REQUEST:

- 1. NLEO FORMAL INVITATION TO POLICE WEEK**
- 2. AIRFARE/LODGING/TRANSPORTATION COST QUOTE – PREFERRED HOTEL**
- 3. AIRFARE/LODGING/TRANSPORTATION COST QUOTES – ADDITIONAL HOTELS IN AREA**
- 4. NATIONAL ROLL CALL OF HEROES – 2012**
- 5. SCHEDULE OF EVENTS – POLICE WEEK 2012**
- 6. AFFADAVIT SWEARING COMPLIANCE WITH TEXAS GOVERNMENT CODES CHAPTER 615.003 AND 615.021 – CONSTABLE BALLESTEROS**
- 7. AFFADAVIT SWEARING THE STATEMENT OF EVENTS LEADING TO CORPORAL AIGNER’S DEATH – AS SUBMITTED TO THE DEPARTMENT OF JUSTICE (PSOB)**
- 8. AFFADAVIT SWEARING COMPLIANCE WITH TEXAS GOVERNMENT CODE, CHAPTER 615 AND THE OMNIBUS CRIME CONTROL AND SAFE STREETS ACT OF 1968 – DAN MANSOUR, RISK AND BENEFIT MANAGER, Travis County Government**
- 9. ACKNOWLEDGEMENT OF DEATH IN THE LINE OF DUTY – TEXAS GOVERNOR RICK PERRY**
- 10. TEXAS COMMISSION ON LAW ENFORCEMENT OFFICER STANDARDS AND EDUCATION (TCLEOSE) ACKNOWLEDGEMENT OF DEATH IN THE LINE OF DUTY – EXECUTIVE DIRECTOR KIM VICKERS**
- 11. TEXAS COMMISSION ON LAW ENFORCEMENT OFFICER STANDARDS AND EDUCATION (TCLEOSE) MASTER PEACE OFFICER CERTIFICATE – KEVIN LEE AIGNER**
- 12. CERIFICATE OF VITAL RECORD – DEATH – KEVIN LEE AIGNER**

STAFF RECOMMENDATIONS: PRECINCT 2 STAFF RECOMMENDS THAT TRAVEL ACCOMODATIONS BE FUNDED THROUGH PRECINCT 2 TRAINING BUDGET FUNDS FOR TWO MEMBERS OF LEADERSHIP FROM CORPORAL AIGNER’S DEPARTMENT IN LIEU OF THE ENTIRE PRECINCT 2 HONOR GUARD TO AVOID THE COSTS ASSOCIATED

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.

WITH, AND STAFF DEPLETION OF THE PRECINCT 2 OFFICE SHOULD THE ENTIRE HONOR GUARD ATTEND.

**STAFF RECOMMENDS FUNDING IN THE AMOUNT
OF: \$ \$2654.67**

AS CONSTABLE ADAN BALLESTEROS AND CHIEF DEPUTY GEORGE MORALES REPRESENT THE COUNTY OF TRAVIS IN HONORING OUR FALLEN HERO, CORPORAL KEVIN LEE AIGNER, IN SUCH A PRESTIGIOUS CEREMONY.

ISSUES AND OPPORTUNITIES: NONE

FISCAL IMPACT AND SOURCE OF FUNDING:

FUNDING FOR THIS REQUEST WILL COME DIRECTLY FROM THE PRECINCT 2 TRAINING BUDGET.

REQUIRED AUTHORIZATIONS: Commissioners Court approval for funds to be used for other than their intended purpose.



National Law Enforcement Officers
MEMORIAL FUND

RESPECT. HONOR. REMEMBER.

February 3, 2012

.Officers
Craig W. Floyd
Chairman & CEO
Robert H. Frank
Frank & Company
Treasurer
Suzanne Sawyer
Secretary
George W. Mayo, Jr.
Hogan & Hartson
Counsel
U.S. Rep. Mario Biaggi (Ret.)
Founder

Board Member Organizations
Concerns of Police Survivors
Federal Law Enforcement
Officers Association
Fraternal Order of Police
Fraternal Order of Police
Auxiliary
International Association of
Chiefs of Police
International Brotherhood of
Police Officers
International Union of
Police Associations/ AFL-CIO
National Association of
Police Organizations
National Black Police
Association
National Organization of Black
Law Enforcement Executives
National Sheriffs' Association
National Troopers Coalition
Police Executive Research
Forum
Police Foundation
Police Unity Tour
United Federation of Police

Ms. Talisha Loa
Travis County Constable's Office
10409 Burnet Rd Ste 150
Austin, TX 78758

Dear Ms. Loa:

I am writing to inform you that the name of **Corporal KEVIN LEE AIGNER (EOW: 9/10/2011) of the Travis County, Texas, C.O.** has been approved for inclusion to the National Law Enforcement Officers Memorial in Washington, DC. The name will be formally dedicated on May 13th at the 24th Annual Candlelight Vigil during National Police Week. Additional information will be sent to you regarding this event. A similar letter has been sent to the officer's family, if that information was provided to us.

Traditionally, we invite Honor Guard units from departments who have lost an officer to participate in the various National Police Week events. We request that your Honor Guard coordinator contact Brian Lacey at 202/737-7138.

Visit our website at www.nleomf.com for more information about the Candlelight Vigil and other National Police Week activities.

If you have any questions or concerns, please do not hesitate to contact me at 202/737-7133 or Carolie Heyliger at 202/737-7136 or Kaitlin Gilbride at 202/737-8528.

Sincerely,

BERNETA V. SPENCE
Director of Memorial Research

ADMINISTRATIVE OFFICES

901 E Street, NW | Suite 100 | Washington, DC 20004-2025 | 202.737.3400 phone | 202.737.3405 fax | info@nleomf.org

MEMORIAL

400 Block of E Street, NW | www.nleomf.org

VISITORS CENTER

400 7th Street, NW | (202) 737-3213



Search results Trip details **Customize trip** Traveler info Review and book Confirmation

Washington DC Trip Details: Flight + Hotel + Car

Great news! We have found an even lower fare for this itinerary. Book now to take advantage of this fare before it expires.

Flight

[Change flight](#)

Leave	Fri, May 11	Total time: 4hr 35min
Depart 6:50 PM	Austin, TX , United States Austin-Bergstrom Airport (AUS)	American Airlines 1402 Economy On-time performance: 70% Boeing Douglas MD-80
Stop 1 8:00 PM	Dallas, TX , United States Dallas-Fort Worth Airport (DFW) ;Terminal 0	183 mi 1hr 10min
Change of planes: Time between flights: 0hr 45min		
Depart 8:45 PM	Dallas, TX , United States Dallas-Fort Worth Airport (DFW) ;Terminal 0	American Airlines 1710 Economy On-time performance: 80% Boeing 737
Arrive 12:25 AM	Washington DC, DC , United States Dulles Airport (IAD)	1,177 mi 2hr 40min Meal: Food for purchase
This is an overnight flight.		
Return	Thu, May 17	Total time: 5hr 40min
Depart 7:10 PM	Washington DC, DC , United States Dulles Airport (IAD)	American Airlines 1421 Economy On-time performance: 70% Boeing 737
Stop 1 9:30 PM	Dallas, TX , United States Dallas-Fort Worth Airport (DFW) ;Terminal 0	1,177 mi 3hr 20min Meal: Food for purchase
Change of planes: Time between flights: 3hr 30min		
Depart 11:00 PM	Dallas, TX , United States Dallas-Fort Worth Airport (DFW) ;Terminal 0	American Airlines 513 Economy On-time performance: 60% Boeing Douglas MD-80
Arrive 11:50 PM	Austin, TX , United States Austin-Bergstrom Airport (AUS)	183 mi 0hr 50min

Baggage fees are NOT charged at booking.

Hotel

[Change hotel](#)

L'Enfant Plaza Hotel Number of nights: 6

★★★★★ Check-in: Fri, May 11, 2012 1600

Check-out: Thu, May 17, 2012 1200

Overview	Description	Photos	Map	Amenities
----------	-------------	--------	-----	-----------

Reviewer score 3.8 out of 5 98 reviews

480 L'Enfant Plaza SW, Washington, DC 20024
0.7 miles Southeast from the center of Washington DC

[More hotel details](#) | [Virtual tour](#)

>Select your room

<input checked="" type="checkbox"/>	This room is included in the package cost	Standard Double - 2 double beds
Switch to this room	Same price (\$2,200.67 total trip cost)	Standard Room - 1 king bed
Switch to this room	\$165.77 more (\$2,366.44 total trip cost)	Superior View - 1 king bed

Your current trip cost

Flight + Hotel + Car Package

Airline ticket(s): 2
Hotel night(s): 6
Rooms: 1
Car rental days: 6

Your savings for booking together **-\$293.13**

Total due at booking \$2,200.67
Includes taxes and fees

Additional baggage fees may apply.

Trip Information

[Trip details](#)

Flight

[Change flight](#)



American Airlines
Leave: Fri, May 11, 2012
Return: Thu, May 17, 2012
Austin (AUS) > Washington DC (IAD)
Washington DC (IAD) > Austin (AUS)
[More Flight Details](#)

Hotel

[Change hotel](#)



L'Enfant Plaza Hotel
Check-in: 5/11/12
Check-out: 5/17/12
Room description: Standard Double - 2 double beds
[More Hotel Details](#)

Car rental


[Change car](#)



Avis Economy Car
Chevrolet Aveo or similar
Pick-up: Sat, May 12, 2012
Dulles Airport (IAD)
In terminal
Drop-off: Thu, May 17, 2012
Same as pick-up
[More Car Details](#)

Car

Change car

	Avis Economy Car	Pick-up:	Drop-off:
	Chevrolet Aveo or similar Automatic, A/C ↑ 5 ↓ 2 ↓ 4	Sat, May 12, 2012 12:55 AM Dulles Airport (IAD) Shuttle information In terminal	Thu, May 17, 2012 6:10 PM Same as pick-up

Continue booking

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Flight + Hotel + Car

Austin, TX (AUS) to Washington DC, DC (IAD) | Fri, May 11, 2012 to Thu, May 17, 2012
 Flight tickets: 2 | Hotel rooms: 1 | Nights: 6 | Car: Economy from Avis
[Change search](#)


Per person package price (in US dollars) includes taxes and fees. Additional baggage fees may apply.

Hotel: Showing 20 of 439 [View on map](#)

Sort by Hotel name contains Located near Star rating
 Best Values Washingto... Hotels with...

Flight: Showing 5 of 184 [View more flights](#) Non-stop

		2 tickets left	2 tickets left	2 tickets left	2 tickets left	2 tic	
		American Airlines	US Airways	Multiple Airlines	United Airlines	Delta	
		1 stop → 6:50 PM - 12:25 AM → 7:10 PM - 11:50 PM Flight details Nights: 6	Non-stop → 11:55 AM - 4:09 PM → 7:49 PM - 10:25 PM Flight details Nights: 6	1 stop → 7:05 AM - 2:50 PM → 7:49 PM - 10:25 PM Flight details Nights: 6	Non-stop → 11:55 AM - 4:09 PM → 7:49 PM - 10:25 PM Flight details Nights: 6	→ 5:30 AM → 5:10 PM Flig N	
	State Plaza Hotel ★★★★☆ 0.7 miles West from the center of Washington DC map Reviewer score 4 / 5 646 reviews	Special Promotion • Book Air & Hotel Together and Save View all available promotions	\$962 per person \$1,925 total Save \$237	\$1,161 per person \$2,322 total Save \$237	\$1,163 per person \$2,326 total Save \$237	\$1,171 per person \$2,342 total Save \$237	\$ per person \$2 \$8
	Renaissance Washington, DC Dupont Circle Hotel ★★★★☆ 1.0 mile Northwest from the center of Washington DC map Reviewer score 4 / 5 127 reviews		\$1,561 per person \$3,122 total	\$1,759 per person \$3,519 total	\$1,761 per person \$3,522 total	\$1,769 per person \$3,539 total	\$ per person \$3 \$8
	The District Hotel ★★★★☆ 1.0 mile North from the center of Washington DC map Reviewer score 2.8 / 5 193 reviews	Special Promotion • Continental Breakfast Included View all available promotions	\$764 per person \$1,529 total Save \$97	\$963 per person \$1,926 total Save \$97	\$964 per person \$1,929 total Save \$97	\$973 per person \$1,946 total Save \$97	\$ per person \$2 \$1
	L'Enfant Plaza Hotel ★★★★☆ 0.7 miles Southeast from the center of Washington DC map Reviewer score 3.8 / 5 98 reviews		\$1,101 per person \$2,202 total Save \$293	\$1,299 per person \$2,599 total Save \$293	\$1,301 per person \$2,602 total Save \$293	\$1,309 per person \$2,619 total Save \$293	\$ per person \$2 \$8
	The Embassy Row Hotel ★★★★☆ 1.3 miles Northwest from the center of Washington DC map Reviewer score 3.6 / 5 53 reviews		\$1,133 per person \$2,267 total	\$1,332 per person \$2,664 total	\$1,333 per person \$2,667 total	\$1,342 per person \$2,684 total	\$ per person \$2 \$8
	Holiday Inn WASHINGTON-CENTRAL/WHITE HOUSE ★★★★☆ 1.0 mile North from the center of Washington DC map Reviewer score 3.9 / 5 169 reviews		\$875 per person \$1,750 total	\$1,073 per person \$2,147 total	\$1,075 per person \$2,151 total	\$1,083 per person \$2,167 total	\$ per person \$2 \$8
	Donovan House - A Thompson Hotel ★★★★☆ 0.8 miles North from the center of Washington DC map Reviewer score 3.9 / 5 170 reviews	Special Promotion • Save 20% View all available promotions	\$1,270 per person \$2,540 total Save \$132	\$1,468 per person \$2,937 total Save \$132	\$1,470 per person \$2,940 total Save \$132	\$1,478 per person \$2,957 total Save \$132	\$ per person \$3 \$8
	The Dupont Circle Hotel ★★★★☆ 1.2 miles North from the center of Washington DC map Reviewer score 4.2 / 5 120 reviews	Special Promotion • 30% Off Package Rates View all available promotions	\$1,318 per person \$2,637 total Save \$217	\$1,517 per person \$3,034 total Save \$217	\$1,518 per person \$3,037 total Save \$217	\$1,527 per person \$3,054 total Save \$217	\$ per person \$3 \$8
	Holiday Inn WASHINGTON-CAPITOL ★★★★☆ 1.0 mile Southeast from the center of Washington DC map Reviewer score 4 / 5 160 reviews		\$1,217 per person \$2,434 total	\$1,415 per person \$2,831 total	\$1,417 per person \$2,834 total	\$1,425 per person \$2,851 total	\$ per person \$3 \$8

	<p>Windsor Inn ★★☆☆☆ 1.5 miles North from the center of Washington DC map Reviewer score 3.2 / 5 23 reviews</p>		<p>\$781 per person \$1,583 total Save \$58 Select and continue</p>	<p>\$980 per person \$1,980 total Save \$58 Select and continue</p>	<p>\$982 per person \$1,964 total Save \$58 Select and continue</p>	<p>\$990 per person \$1,980 total Save \$58 Select and continue</p>	<p>\$ per \$2, \$ Sel cc</p>
	<p>BEST WESTERN Georgetown Hotel & Suites ★★☆☆☆ 1.0 mile Northwest from the center of Washington DC map Reviewer score 3.9 / 5 24 reviews</p>		<p>\$947 per person \$1,894 total Select and continue</p>	<p>\$1,145 per person \$2,291 total Select and continue</p>	<p>\$1,147 per person \$2,294 total Select and continue</p>	<p>\$1,155 per person \$2,311 total Select and continue</p>	<p>\$ per \$2, \$ Sel cc</p>
	<p>BEST WESTERN Pentagon Hotel - Reagan Airport ★★☆☆☆ 4.1 miles Southwest from the center of Washington DC map Reviewer score 3.1 / 5 121 reviews</p>		<p>\$651 per person \$1,303 total Select and continue</p>	<p>\$850 per person \$1,700 total Select and continue</p>	<p>\$851 per person \$1,703 total Select and continue</p>	<p>\$860 per person \$1,720 total Select and continue</p>	<p>\$ per \$1, \$ Sel cc</p>
	<p>Henley Park Hotel ★★☆☆☆ 0.8 miles Northeast from the center of Washington DC map Reviewer score 4.1 / 5 112 reviews</p>	<p>Special Promotion • 10% Off Nonrefundable Rates View all available promotions</p>	<p>\$1,186 per person \$2,372 total Save \$117 Select and continue</p>	<p>\$1,384 per person \$2,769 total Save \$117 Select and continue</p>	<p>\$1,386 per person \$2,773 total Save \$117 Select and continue</p>	<p>\$1,394 per person \$2,789 total Save \$117 Select and continue</p>	<p>\$ per \$3, \$ Sel cc</p>
<p>1 room left!</p> 	<p>Carlyle Suites Hotel ★★☆☆☆ 1.4 miles North from the center of Washington DC map Reviewer score 4 / 5 36 reviews</p>	<p>Special Promotion • Save 10% on Nonrefundable Rates View all available promotions</p>	<p>\$1,187 per person \$2,374 total Save \$27 Select and continue</p>	<p>\$1,385 per person \$2,771 total Save \$27 Select and continue</p>	<p>\$1,387 per person \$2,775 total Save \$27 Select and continue</p>	<p>\$1,395 per person \$2,791 total Save \$27 Select and continue</p>	<p>\$ per \$3, \$ Sel cc</p>
	<p>Embassy Suites Washington D.C. - Convention Center ★★☆☆☆ 0.7 miles Northeast from the center of Washington DC map Reviewer score 4.4 / 5 131 reviews</p>		<p>\$1,439 per person \$2,878 total Select and continue</p>	<p>\$1,637 per person \$3,275 total Select and continue</p>	<p>\$1,639 per person \$3,279 total Select and continue</p>	<p>\$1,647 per person \$3,295 total Select and continue</p>	<p>\$ per \$3, \$ Sel cc</p>
	<p>The Liaison Capitol Hill, an Affinia Hotel ★★☆☆☆ 1.3 miles East from the center of Washington DC map Reviewer score 4 / 5 205 reviews</p>	<p>Special Promotion • Save With Non Refundable Rates • Save With Non Refundable Rates View all available promotions</p>	<p>\$1,408 per person \$2,817 total Save \$48 Select and continue</p>	<p>\$1,607 per person \$3,214 total Save \$48 Select and continue</p>	<p>\$1,609 per person \$3,218 total Save \$48 Select and continue</p>	<p>\$1,617 per person \$3,234 total Save \$48 Select and continue</p>	<p>\$ per \$3, \$ Sel cc</p>
<p>1 room left!</p> 	<p>The Quincy ★★☆☆☆ 0.8 miles Northwest from the center of Washington DC map Reviewer score 3.9 / 5 59 reviews</p>		<p>\$1,123 per person \$2,247 total Save \$200 Select and continue</p>	<p>\$1,322 per person \$2,644 total Save \$200 Select and continue</p>	<p>\$1,323 per person \$2,647 total Save \$200 Select and continue</p>	<p>\$1,332 per person \$2,664 total Save \$200 Select and continue</p>	<p>\$ per \$2, \$ Sel cc</p>
	<p>River Inn ★★☆☆☆ 1.2 miles Northwest from the center of Washington DC map Reviewer score 4.4 / 5 25 reviews</p>		<p>\$1,038 per person \$2,076 total Save \$268 Select and continue</p>	<p>\$1,236 per person \$2,473 total Save \$268 Select and continue</p>	<p>\$1,238 per person \$2,476 total Save \$268 Select and continue</p>	<p>\$1,246 per person \$2,493 total Save \$268 Select and continue</p>	<p>\$ per \$2, \$ Sel cc</p>
<p>3 rooms left!</p> 	<p>Embassy Inn ★★☆☆☆ 1.3 miles North from the center of Washington DC map Reviewer score 3.1 / 5 22 reviews</p>		<p>\$808 per person \$1,616 total Select and continue</p>	<p>\$1,006 per person \$2,013 total Select and continue</p>	<p>\$1,008 per person \$2,017 total Select and continue</p>	<p>\$1,016 per person \$2,033 total Select and continue</p>	<p>\$ per \$2, \$ Sel cc</p>
	<p>Phoenix Park Hotel ★★☆☆☆ 1.3 miles East from the center of Washington DC map Reviewer score 4 / 5 63 reviews</p>		<p>\$1,389 per person \$2,779 total Save \$167 Select and continue</p>	<p>\$1,588 per person \$3,176 total Save \$167 Select and continue</p>	<p>\$1,589 per person \$3,179 total Save \$167 Select and continue</p>	<p>\$1,598 per person \$3,196 total Save \$167 Select and continue</p>	<p>\$ per \$3, \$ Sel cc</p>

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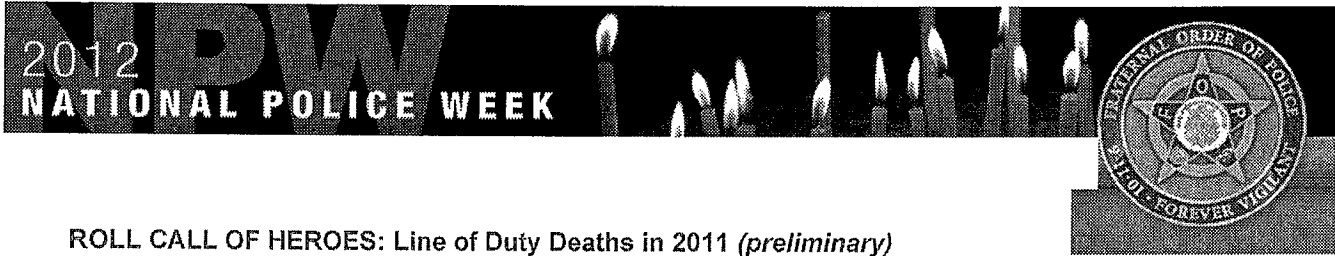
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ROLL CALL OF HEROES: Line of Duty Deaths in 2011 (preliminary)

OFFICER:	ST:	EOW:	AGENCY:
Ackerman Daniel	CA	07/30/11	Buena Park Police Department
Adams Thomas	CA	02/15/11	California Highway Patrol
Aigner Kevin	TX	09/10/11	Travis County Constable's Office - Precinct 2
Alexander Jeffery	NY	06/12/11	Chemung County Sheriff's Department
Armour Charles	MI	06/11/11	Detroit Police Department
Armstrong Nick	SD	08/06/11	Rapid City Police Department
Baitinger Tom	FL	01/24/11	St. Petersburg Police Department
Bastock Jonathon	OH	02/05/11	Stow Police Department
Bellar Keith	TN	06/07/11	Dickson County Sheriff's Department
Biendl Jayme	WA	01/29/11	Washington State Dept of Corrections
Birkholz Craig	WI	03/20/11	Fond du Lac Police Department
Bishop Tiffany	GA	08/31/11	Georgia Department of Corrections
Boehm Michael	Fed	12/16/11	United States Department of the Interior United States Park Police
Bowen Adam	VA	06/24/11	Virginia State Police
Braden Ralph	TN	05/02/11	Wartburg Police Department
Breitkopf Geoffrey	NY	03/12/11	Nassau County Police Department
Briggs Timothy	Fed	05/31/11	United States Department of Justice Fed Bureau of Investigation U.S. Government
Britton Robert	TX	03/28/11	Smith County Sheriff's Office
Brown Stephanie	TX	03/15/11	San Antonio Police Department
Burns Evans	MO	08/16/11	Caruthersville Police Department
Califano Michael	NY	02/05/11	Nassau County Police Department
Cammon Willie	GA	03/03/11	Heard County Sheriffs Office
Capano John	Fed	12/31/11	United States Department of Justice Bureau of Alcohol, Tobacco, Firearms and Explosives
Capoot James	CA	11/17/11	Vallejo Police Department
Castillo Roger	FL	01/20/11	Miami-Dade Police Department
Chapin James	TN	04/02/11	Chattanooga Police Department
Christian III Elmer (Buddy)	GA	03/22/11	Athens-Clarke County Police Dept
Clark Daniel	CA	11/03/11	San Bernardino Police Department
Clark Hector	Fed	05/12/11	United States Department of Homeland Security Customs and Border Protection Border Patrol, U.S. Government
Collins Debra	MO	03/04/11	Missouri Department of Corrections
Colonroche Elieser	NC	07/05/11	Sanford Police Department

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Cooper	Christopher	Fed	04/07/11	United States Department of Justice - Fed Bureau of Prisons
Crawford	David	FL	02/21/11	St. Petersburg Police Department
Crispin	Arnulfo	FL	12/21/11	Lakeland Police Department
Crouse	Deriek	VA	12/08/11	Virginia Tech Police Department
Curley	Darrell	Fed	06/26/11	Navajo Division of Public Safety Tribal Police
Daly	Richard	GA	07/20/11	Clayton County Sheriff's Office
Dawson III	David	NC	08/01/11	Greene County Sheriff's Office
Dobson	Kevin	NY	03/26/11	New York State Police
Dryer	John	PA	12/19/11	East Washington Borough Police Department
Dulle	Brian	OH	05/10/11	Warren County Sheriff's Office
Dunn	Andrew	OH	03/19/11	Sandusky Police Department
Engelhardt	Ellen	MA	06/01/11	Massachusetts State Police
Enzbrenner	David	KS	12/09/11	Atchison Police Department
Falcone	John	NY	02/18/11	Poughkeepsie City Police Department
Figoski	Peter	NY	12/12/11	New York City Police Department
Fontes	Eric	HI	09/13/11	Honolulu Police Department
Garton	Andrew	CA	05/26/11	Hawthorne Police Department
George	Russell	LA	06/26/11	Ball Police Department
Gibson	JerME	CA	03/19/11	Cathedral City Police Department
Giniewicz	Anthony	CA	12/07/11	Signal Hill Police Department
Gomez-Crespo	Luis	PR	07/15/11	Puerto Rico Police Department
Gordon	Daryl	ME	03/25/11	Maine Department of Inland Fisheries And Wildlife-Warden Service
Gross	Bryan	WY	07/28/11	Converse County Sheriff's Office
Guthrie Jr	Frederick	MO	08/01/11	Missouri State Highway Patrol
Haddock	John	MS	10/07/11	Grenada Police Department
Hall	Daryl	MO	04/24/11	St. Louis Police Department
Haworth	Amanda	FL	01/20/11	Miami-Dade Police Department
Hayes	Tom	OH	01/20/11	Columbus Division of Police
Hebert	Bryan	TX	07/08/11	Beaumont Police Department
Henwood	Jeremy	CA	08/07/11	San Diego Police Department
Herron	Buddy	OR	11/29/11	Oregon Department of Corrections
Hicks Sr	Jerry	MO	12/04/11	Leadwood Police Department
Hopper	Suzanne	OH	01/01/11	Clark County Sheriff's Office
Hotsinpiiler	Derek	Fed	02/16/11	US Dept of Justice-Marshals Service
Hunter	Shaft	MD	05/21/11	MD State Police
Johnson	Ronald	SD	04/12/11	SD Department of Corrections
Jones	Bradley	AZ	10/29/11	Glendale Police Department
Jones	Sherri	TX	04/18/11	Bowie County Sheriff's Department
Justus	Cameron	VA	03/13/11	Buchanan County Sheriff's Office
Kendall	John	LA	08/09/11	LA Department of Public Safety Police
Kenner	Steven	ND	07/08/11	Bismarck Police Department
Kilcullen	John	OR	04/22/11	Eugene Police Department

Kotecki	Derek	PA	10/12/11	Lower Burrell Police Department
Lasso	Robert	PA	08/11/11	Freemansburg Borough Police Department
Lewis	Clifton	IL	12/29/11	Chicago Police Department
Lewis III	Warren	NC	06/09/11	Nash County Sheriff's Office
Long	Brent	IN	07/11/11	Terre Haute Police Department
Lowry	Timothy	OK	09/30/11	Pottawatomie County Sheriff's Office
Malloy	Gregory	FL	02/02/11	FL Department of Corrections
Marceau	Kevin	TX	01/14/11	Dallas Police Department
Matlosz	Christopher	NJ	01/14/11	Lakewood Police Department
McCandless	James	SD	08/02/11	Rapid City Police Department
McDonough	John	FL	02/16/11	Volusia County Beach Patrol
Mecklenburg	John	FL	07/03/11	Hernando County Sheriff's Office
Miller	Matthew	FL	12/26/11	Seminole County Sheriff's Office
Moore	David	IN	01/26/11	INpolis Metropolitan Police Dept
Morales	Rogerio (Roger)	FL	01/13/11	Davie Police Department

Nauden	Paul	IL	05/20/11	Chicago Police Department
Nehasil	Larry	MI	01/17/11	Livonia Police Department
Nesbitt Jr	Charles (Chuck)	SC	01/21/11	Sumter Police Department
Newman	Donald	AL	03/05/11	Jemison Police Department
Nickel	Chris	Fed	01/29/11	United States Department of the Interior - National Park Service
Norsworthy Jr	John	TX	01/04/11	Fort Bend County Sheriff's Office
Orrell	Craig	TX	05/12/11	TX Department of Criminal Justice
Pagerly	Kyle	PA	06/29/11	Berks County Sheriff's Department
Painter	Ralph	OR	01/05/11	Rainer Police Department
Paugh	James	GA	10/23/11	Richmond County Sheriff's Office
Perry	John	Fed	03/08/11	US Dept. of Justice-US Marshal Service
Phillips	Trevor	AL	05/21/11	Tuscaloosa Police Department
Pollitz	Michael	MN	11/30/11	St Louis Park Police Department
Pomales	Casimiro	NY	01/28/11	NY State Department of Correctional Services
Pyette	Patrick	MT	12/14/11	Blaine County Sheriff's Office
Rambo	Tina	NJ	08/01/11	Ocean County Prosecutor's Office
Rhyne	Richard	NC	12/08/11	Moore County Sheriff's Office
Rice Jr	Roger	SC	07/14/11	Laurens County Sheriff's Office
Richardson	Edward	SC	12/21/11	Aiken Department of Public Safety
Roberts	David	CO	05/29/11	Denver Police Department
Roberts	Michael	OK	09/30/11	Pottawatomie County Sheriff's Office
Rodríguez-Maldonado	Mariano	PR	11/21/11	PR Police Department
Rojas Jr	Eduardo	Fed	05/12/11	United States Department of Homeland Security Customs and Border Protection Border Patrol, U.S. Government
Rosenthal	Adam	FL	02/17/11	Delray Beach Police Department
Rottler	Charlene	CA	01/3/10	Los Angeles County Sheriff's Office
Sandoval	Kevin	CA	06/14/11	South Pasadena Police Department
Schaberger	Alain	NY	03/13/11	NY City Police Department
Schmidt	Jonathan	AR	04/12/11	Trumann Police Department
Schneider	Shawn	MN	12/30/11	Lake City Police Department
Scianna	Mark	TX	08/27/11	Bexar County Constable's Office
Settle	Jeffrey	NC	08/04/11	NC Department of Correction Division of Community Corrections
Sheridan	Jay	CO	03/09/11	Limon Police Department
Sleeper	Bryan	ND	09/28/11	Burleigh County Sheriff's Department
Slot	Trevor	MI	10/13/11	Walker Police Department
Smith	Ronnie	GA	12/17/11	Butts County Sheriff's Office
Smith	Christopher	Fed	12/27/07	United States Department of Homeland Security - Secret Service, U.S. Government
Sollohub	Justin	AL	08/25/11	Anniston Police Department
Stein	Eric	IA	04/04/11	Keokuk County Sheriff's Office
Stewart	James	GA	07/03/11	Spalding County Sheriff's Department
Sticklen	James	KY	03/04/11	Alexandria Police Department

Stiles	Daniel	OH	02/15/11	Uniontown Police Department
Stiltner	William	VA	03/13/11	Buchanan County Sheriff's Office

Stringer	Ryan	CA	07/10/11	Alhambra Police Department
Stuckey	Paul	LA	09/30/11	LA Department of Wildlife and Fisheries
Szczerba	Joseph	DE	09/16/11	New Castle County Police Department
Taylor	Jefferson	MO	06/03/11	Riverside Police Division
Taylor	Clifton	TX	04/23/11	Johnson County Sheriff's Office
Thornton	Fred	NC	02/25/11	Charlotte-Mecklenburg Police Department
Toney	Mark	IA	09/20/11	Iowa State Patrol
Torbit Jr	William	MD	01/09/11	Baltimore City Police Department
Torres-Soto	Emiliano	PR	08/28/11	Puerto Rico Police Department
VanMeter	Charles	TX	06/26/11	Brazoria County Sheriff's Office
Vann	Kenneth	TX	05/28/11	Bexar County Sheriff's Office
Vazquez-Tirado	Rolando	AZ	05/01/11	Buckeye Police Department
Wall	Andrew	TN	05/07/11	Tennessee Highway Patrol
Wannamaker Jr	Capers	SC	03/19/11	Saint Matthews Police Department
Wargo Jr	Joseph	NJ	10/16/11	Mount Arlington Police Department
Warren	Timothy	TN	07/03/11	Memphis Police Department
Weir	Julie	Fed	02/24/11	US Dept. of the Interior-National Park Service
Werda	Jeffrey	MI	04/06/11	Michigan State Police
Whittle	Derrick	GA	09/18/11	Union County Sheriff's Office
Will	Kevin	TN	05/29/11	Houston Police Department
Willingham Jr	Russell	NC	07/30/11	Winston-Salem Police Department
Wilson	Robert	GA	11/14/11	Doraville Police Department
Wright	Shandon	WA	03/03/11	Pierce County Sheriff's Department
Wyman	Kurt	NY	06/07/11	Oneida County Sheriff's Office
Yaslowitz	Jeffery	FL	01/24/11	St. Petersburg Police Department
Zapata	Eric	MI	04/16/11	Kalamazoo Department of Public Safety
Zapata	Jaime	Fed	02/15/11	United States Dept of Homeland Security-Immigration and Customs Enforcement

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Last Updated: 02/14/2012



SCHEDULE OF EVENTS (preliminary)

Saturday
May 12,
2012

Police Unity Tour (Confirmed)
 Arrival Ceremony will be held at 2:00 to 4:00 p.m. at the National Law Enforcement Officers Memorial Fund. Begun in 1997, the Police Unity Tour has raised nearly \$5.6 million dollars for the NLEOMF. Visit www.policeunitytour.com, call 973- 443-0030, or E-mail info@unitytour.com for more information.

Law Enforcement United (Confirmed)
 Arrival Ceremony will be held at the White House Ellipse Park approximately 3:00 PM. Since 2010, Law Enforcement United has raised \$245,000 for Concerns of Police Survivors (C.O.P.S.) Kids Camp and \$75,000 for Officer Down Memorial Page (ODMP). Transportation provided from the Hilton Alexandria Mark Center Hotel. For additional information, visit www.lawenforcementunited.org.

Sunday
May 13,
2012

24th Annual Candlelight Vigil (Confirmed)
 The Candlelight Vigil will be held at 8:00 p.m. at the 400 block of E Street, NW. The event is sponsored by the National Law Enforcement Officers Memorial. No tickets are required and everyone is welcome. Due to parking limitations, it is strongly advised that anyone attending the event take the Metro Red Line to Judiciary Square. For additional information please call 202-737-3400.

FOP DC Lodge #1 Events (Confirmed)
 The FOP DC Lodge will be hosting the local daily events at the parking lot located at 2nd and H Street, NW. The event starts at 11:00 a.m. for three days and goes till 2 a.m. Vendors will be set up during this time and will be there for all three days. Our bar and food service will also be open along with music and entertainment. Pipe bands will be required to check in with security before starting to play. No pipe bands will be allowed to play on the May 15 at the site.

Monday
May 14,
2012

18th Annual Emerald Society & Pipe Band March and Service (Confirmed)
 Sponsored by the National Conference of Law Enforcement Emerald Societies, Inc. Assemble at 4:30 p.m. at New Jersey Avenue & F Street, NW. Step-off promptly at 6:00 p.m. Holiday Inn on Capitol Hill, 415 New Jersey Avenue, NW, Washington, DC. 5:00 p.m. staging area, 6:00 p.m. step off. *Contact:* Mike Roe 314-304-1915 or e-mail irishroe@hotmail.com.

National Police Survivors Conference and C.O.P.S. Kids/Teens (Confirmed)
 Sponsored by Concerns of Police Survivors (C.O.P.S.) at the Hilton Alexandria Mark Center Hotel. Family and co-worker survivors have opportunities to receive support to understanding grief, prepare for trial, learn new coping skills, and build connections with others. School aged children of fallen officers spend the day at Quantico taking part in activities specially tailored for their age. Visit www.nationalcops.org or call 573-346-4911 for more information.

10th Annual Honor Guard Competition (Confirmed)
 The competition will begin at 8:30 a.m. at John Marshall Plaza, located on Pennsylvania Ave NW at 4th Street, NW. Awards will be presented immediately following the competition. This event is sponsored by the Grand Lodge Fraternal Order of Police.

Contact: Ken Roske
 Fraternal Order of Police, National Memorial Committee
 711 4th Street, NW, Washington, DC 20001
 e-mail: policeweekhg@aol.com
www.policeweekhonorguard.com

FOP DC Lodge #1 Events (Confirmed)
 The FOP DC Lodge will be hosting the local daily events at the parking lot located at 2nd and H Street NW. The event starts at 11:00 a.m. for three days and goes till midnight. Vendors will be

set up during this time and will be there for all three days. Our bar and food service will also be open along with music and entertainment. Pipe bands will be required to check in with security before starting to play. No pipe bands will be allowed to play on the May 15 at the site.

**Tuesday
May 15,
2012**

31st Annual National Peace Officers' Memorial Service (Confirmed)

Sponsored by the Grand Lodge Fraternal Order of Police and the Grand Lodge Fraternal Order of Police Auxiliary. The Memorial Service will be held on the West Front of the United States Capitol in Washington, D.C.

The Service begins at 11:00 a.m. and is expected to run approximately 2 hours. Contact: Andy Maybo (vice-president@dc-fop.org) or Linda Hennie (lhennie@aol.com). The Wreath Laying Ceremony will be held immediately following the Memorial Service at the National Law Enforcement Officers Memorial, located in the 400 block of E Street, NW.

Please note: Service begins promptly at 11 a.m.

FOP DC Lodge #1 Events (Confirmed)

The FOP DC Lodge will be hosting the local daily events at the parking lot located at 2nd and H Street NW. The event starts at 11:00 a.m. for three days and goes till midnight. Vendors will be set up during this time and will be there for all three days. Our bar and food service will also be open along with music and entertainment. Pipe bands will be required to check in with security before starting to play. No pipe bands will be allowed to play on the May 15 at the site.

**Wednesday
May 16,
2012**

National Police Survivors Conference and C.O.P.S. Kids/Teens (Confirmed)

Day two of conference will allow surviving family and co-workers more opportunities to learn about coping, grief, and build connections. School aged children of fallen officers spend the day at Fairfax Training Academy. In the evening, family and co-worker survivors can relax and enjoy the "Picnic on the Patio" at the Hilton Alexandria Mark Center Hotel. Visit www.nationalcops.org or call 573-346-4911 for more information.



ADAN BALLESTEROS

TRAVIS COUNTY CONSTABLE PRECINCT 2

10409 Burnet Road, Suite 150 Austin, TX. 78758-4418
Phone: (512) 854-9697 Fax: (512) 854-9196



THE STATE OF TEXAS

§

§

AFFIDAVIT


COUNTY OF TRAVIS

§

THE UNDERSIGNED AFFIANT, WHO AFTER BEING DULY SWORN BY ME, ON OATH, MAKES THE FOLLOWING STATEMENT:

Travis County Constable Deputy, Corporal Kevin Lee Aigner, was on duty and held a position within the Travis County Constable's Office, Precinct 2, which is covered by the terms of Chapter 615.003 (1) of the Texas Government Code, at the time of his death on September 10, 2011.

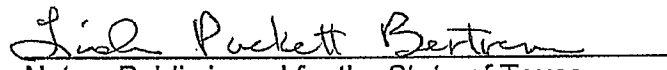
Corporal Kevin Lee Aigner died in the Steiner Ranch neighborhood of Central Texas/Austin area while providing security patrol to residents of the community who had suffered varying degrees of structure loss in the September 4, 2011 wildfires (see FEMA Federal Disaster Declaration #FEMA-FM-2960). Corporal Aigner's death occurred while on duty. The inhalation of heavy smoke and debris, fire extinguishing assistance, and other heavy physical labor for the six days prior to his death and on the day of his death could *not* be ruled out as contributory factors to his heart attack and death (see Coroner's Report of Autopsy and Supplement), therefore it is my belief that Corporal Aigner's death falls under Government Code 615.021 (e) (1) (b) as death from an illness caused by line-of-duty work under hazardous conditions.


Affiant on this:
Affiant

Sworn and subscribed to before me by the said

4th day of January, 2012



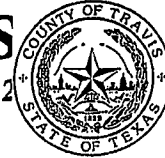

Notary Public in and for the State of Texas



ADAN BALLESTEROS

TRAVIS COUNTY CONSTABLE PRECINCT 2

10409 Burnet Road, Suite 150 Austin, TX. 78758-4418
Phone: (512) 854-9697 Fax : (512) 854-9196



THE STATE OF TEXAS

§

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AFFIDAVIT

COUNTY OF TRAVIS

§

THE UNDERSIGNED AFFIANT, WHO AFTER BEING DULY SWORN BY ME, ON OATH, MAKES THE FOLLOWING STATEMENT:

**24 Hour Statement of Circumstances – Updated at the request of Edith A. Hodge PSOB
Outreach Specialist, Public Safety Officers' Benefits Office
Bureau of Justice Assistance, US Department of Justice**

Deceased: Corporal Kevin Lee Aigner – EOW: 09/10/2011

- **September 4, 2011** – Large brush fires envelope much of the Central Texas area, to include Cedar Park, Leander, Bastrop, Steiner Ranch (*FEMA-FM-2960 Federal Disaster Declaration*)
- **September 4, 2011-September 10, 2011** – Corporal Kevin Aigner works multiple shifts on the scene of the Steiner Ranch fire (critical detail given the amount of smoke and debris in the air during the 6 days prior to death).
- **September 9, 2011, NOON** – Corporal Kevin Aigner works on the scene of the Steiner Ranch fire from 12pm – 6pm.
- **September 9, 2011, 6PM – 11:30PM** – Corporal Kevin Aigner works an off-duty, privately paid security detail outside and approximately 6 miles from the scene of the Steiner Ranch fire but still well within the smoke/debris field of this and the other surrounding fires that are still ablaze. He works until 11:30pm and drives the 20-25 miles home.
- **September 10, 2011, 6AM** – Corporal Kevin Aigner works the scene of the Steiner Ranch fire beginning at 6am. Corporal Aigner was within just yards of another flare up and assisted with providing extinguishing equipment sometime just prior to 10AM.
- **September 10, 2011, 10AM** – Corporal Kevin Aigner is asked to load completely full, industrial sized trash bags into the bed of his truck and deposit them in a nearby receptacle.
- **September 10, 2011, 10:35AM** – Corporal Kevin Aigner goes into severe respiratory distress and is tended to by Constable Deputies and Travis County EMS and Austin/Travis County Fire Department personnel. He is transported via Travis County Star Flight helicopter to Seton Hospital where is he pronounced deceased upon arrival.

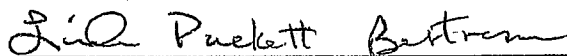


Affiant on this:
Affiant

Sworn and subscribed to before me by the said

4th day of January, 2012





Notary Public in and for the State of Texas

Affidavit Regarding Public Safety Officer

Deceased Member's First Name	Middle Initial	Last Name	Social Security Number
Kevin	L.	Aigner	██████████

I, Dan Mansour, holding the position of Risk and Benefit Manager in the County of Travis, Texas, hereby certify that, in accordance with Section 101h of the Internal Revenue Code, Kevin Lee Aigner was employed as a Deputy Constable (Corporal), who was a public safety officer (as defined in Section 1204 of the Omnibus Crime Control and Safe Streets Act of 1968) and died while on duty and a determination should be made by the proper authorities about whether the circumstances of his death legally constitute "killed in the line of duty" under the Texas Government Code, Chapter 615 and the Omnibus Crime Control and Safe Streets Act of 1968, as amended. I further certify that none of the listed exceptions under Section 101h, a copy of which is attached to this Affidavit are applicable and that, based on the reports provided by the other staff and deputy constables in precinct 2 and to the best of my knowledge and belief, the death was caused under the following circumstances:

1. A wildfire broke out at Steiner Ranch on Sunday September 4, 2011, was mostly controlled by September 7 or 8, 2011 and, despite continuing hotspots that needed to be watched, was officially declared contained on Thursday, September 8, 2011.
2. Between Sunday September 4, 2011 and Saturday, September 11, 2011, the deputies of Constable Ballesteros in Precinct 2, working in 12 hour shifts from 6 a.m. to 6 p.m., assisted at the fires in Steiner Ranch. Assistance included providing security to prevent looting, some fire suppression, assisting victims of the fire, and distributing gift cards to victims of the fire.
3. During this period, Corporal Aigner's payroll records indicate that he worked the following number of hours on the following days:

Sunday, September 4, 2011	6 hours recorded as emergency responder
Monday, September 5, 2011	1 hour recorded as regular work
Tuesday, September 6, 2011	10.5 hours recorded as emergency responder
Wednesday, September 7, 2011	6 hours recorded as emergency responder
Thursday, September 8, 2011	12 hours recorded as emergency responder
Friday, September 9, 2011	6 hours recorded as emergency responder
Saturday, September 10, 2011	4.75 hours recorded as emergency responder

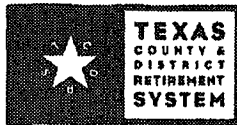
4. Ronya Aigner, spouse of Corporal Aigner, reported that during this period Corporal Aigner had complained about the smoke and said he was feeling sick and getting headaches.

5. There are no reports about the specific tasks performed by Corporal Aigner during his 6 hours on duty on Friday, September 9, 2011.
6. Ronya Aigner further reported that, after completing his workday on Friday, September 9, 2011, Kevin Aigner "worked" a football game in the evening and returned home after 11:00 p.m. He was awake and showering at 4:00 a.m. on Saturday, September 10, 2011.
7. On Saturday, September 10, 2011, Corporal Aigner's shift began at 6 a.m. Sargent Jeff Parker reported that there had been several small tree fires in the Steiner Ranch area and he and Corporal Aigner had actually gone out and put out a fire using the fire extinguishers in Corporal Aigner's County vehicle. Sargent Parker also reported that, after that the rest of the day was the same as several days before—providing assistance in the area. Talisha Loa reported that she engaged in a discussion with Corporal Aigner and Sargent Gallegos at approximately 10 a.m. at the Constable's command tent in Steiner Ranch during which she was told that these two deputies had seen smoke and a possible re-ignition fire near a wooded area and had run down to it and kicked dirt and ash onto the brush and may have used water (she was not sure about the water) as well while waiting for the fire department personnel. Talisha Loa also reported that before leaving she asked Corporal Aigner to load the trash around the command center into the pick-up truck he was driving. Based on her estimate about the amount of trash (8 to 12 large plastic bags) and the time elapsed between her departure and her awareness of the call for medical assistance, Talisha Loa reported that Corporal Aigner had time to load and deliver the trash to the nearest dumpster but no one reported that this was actually done.
8. The several reports differ on the exact time when the first call for assistance was made. These range from approximately 10:15 a.m. to approximately 10:30 a.m. Sargent Parker reported that 1) Corporal Aigner sent out a distress call on his radio. 2) Sargent Parker, an EMT, responded and called for both medical assistance and for STAR Flight after his arrival at Corporal Aigner's location and assisted Deputy Kevin Ward and Sargent Gallegos in first medical response on the scene. 3) Corporal Aigner was suffering, had intermittent trouble breathing, was given mouth to mouth and chest compression, and received care consistent with the general medical first response procedures. Both EMS and STAR Flight arrived and Corporal Aigner was transported to the emergency room. He was pronounced dead at 11:37.
9. The Travis County Medical Examiner's Office performed an autopsy and determined that the immediate cause of death was a pontine hemorrhage and the secondary causes of death were hypertensive-type and atherosclerotic cardiovascular disease.



Signature of Affiant

Oct. 24, 2011
Date



Affidavit Regarding Public Safety Officer Killed in the Line of Duty

Internal Revenue Code

Section 101. Certain Death Benefits

(h) Survivor benefits attributable to service by a public safety officer who is killed in the line of duty

(1) In General

Gross income shall not include any amount paid as a survivor annuity on account of the death of a public safety officer (as such term is defined in section 1204 of the Omnibus Crime Control and Safe Streets Act of 1968) killed in the line of duty--

- (A) if such annuity is provided, under a governmental plan which meets the requirements of section 401(a), to the spouse (or a former spouse) of the public safety officer or to a child of such officer; and
- (B) to the extent such annuity is attributable to such officer's service as a public safety officer.

(2) Exceptions

Paragraph (1) shall not apply with respect to the death of any public safety officer if, as determined in accordance with the provisions of the Omnibus Crime Control and Safe Streets Act of 1968--

- (A) the death was caused by the intentional misconduct of the officer or by such officer's intention to bring about such officer's death;
- (B) the officer was voluntarily intoxicated (as defined in section 1204 of such Act) at the time of death;
- (C) the officer was performing such officer's duties in a grossly negligent manner at the time of death; or
- (D) the payment is to an individual whose actions were a substantial contributing factor to the death of the officer.



STATE OF TEXAS
OFFICE OF THE GOVERNOR

September 17, 2011

Ronya Aigner
[REDACTED]

Dear Mrs. Aigner:

As Governor of the State of Texas, and on behalf of the people of Texas, I would like to begin first and foremost by expressing my deepest condolences for the loss of your loved one, Kevin. The loss of a Texas peace officer is one that greatly affects us all.

I am honored to present to you this flag in memory of your loved one who served our great state well as a peace officer. As the ultimate symbol of our state, the flag serves as both a prominent reminder of the grand importance of such service, and as a token of gratitude from the citizens of this state. It also serves as a beacon of hope and glory, firmly proclaiming the great goodness emerging from the services and sacrifices of all peace officers in the State of Texas.

The sacrifices imposed by the law enforcement profession on the family of a peace officer are many. Recognizing this, the State of Texas is forever in your debt for your support, commitment and patience.

Sincerely,

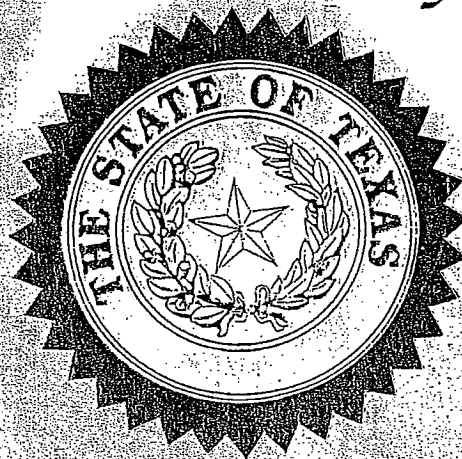
RICK PERRY

Rick Perry
Governor

*In Memoriam
and in Grateful Recognition of Service
as a Law Enforcement Officer
to the State of Texas by*

Kevin Lee Aigner

From the People of Texas



RICK PERRY

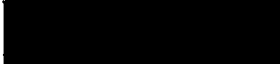
Rick Perry
Governor of Texas



Kim Vickers
Executive Director

TEXAS COMMISSION ON LAW ENFORCEMENT OFFICER STANDARDS AND EDUCATION

September 20, 2011

Ronya Aigner


Dear Mrs. Aigner,

As Executive Director of the Texas Commission on Law Enforcement Officer Standards and Education, I would like to begin by expressing my sincerest condolences for the loss of your loved one. Please accept this letter as an expression of our profound gratitude for your loved one's sacrifice and service to the citizens of the State of Texas.

As you know, during the 77th Texas Legislature, the Commission was charged in House Bill 815 to ensure that the family of each deceased Texas peace officer receives a Texas state flag in recognition of that family's loved one's service as a law enforcement officer. In addition to the Texas flag, it is my honor to present to you this certificate of appreciation for Kevin's dedicated service.

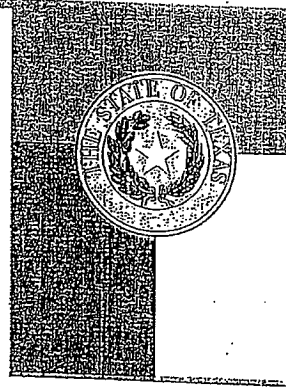
We are greatly aware of the sacrifices made by the family of a peace officer in dealing with the demands of the law enforcement profession. The generosity of the citizens of Texas has made possible the recognition of these sacrifices through the gift of the flag that you are receiving. My hopes are that this flag will serve as a positive reminder of the profound greatness of Kevin's service to the people of Texas.

Sincerely,

A handwritten signature in black ink that reads "Kim Vickers".

Mr. Kim Vickers
Executive Director

RICK PERRY
GOVERNOR



DAVID DEWHURST
LIEUTENANT GOVERNOR

Texas Commission
on
Law Enforcement Officer
Standards and Education

Hereby Awards The Certification

of

Master Peace Officer

to

KEVIN L. AIGNER

as provided for in the laws of the State of Texas and the rules of the Commission

CHARLES HALL
PRESIDING OFFICER

March 14, 2011

TIMOTHY A. BRAATEN
EXECUTIVE DIRECTOR



Travis County Commissioners Court Agenda Request

Meeting Date: March 6, 2012

Prepared By/Phone Number: Cheryl Aker

Elected/Appointed Official/Dept. Head: County Judge Samuel T. Biscoe

Commissioners Court Sponsor: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:

**RECEIVE STATE REQUIRED RACIAL PROFILING REPORT FOR
CALENDAR YEAR 2011 FROM PRECINCT THREE AND FOUR
CONSTABLES.**

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached.



Richard McCain
CONSTABLE
Travis County, Precinct 3



8656-B Highway 71 West, Suite E
Austin, Tx 78735

Phone: (512) 854-7245
Fax : (512) 854-2117

February 27, 2012

Travis County Commissioners Court
1000 Guadalupe Street
Austin, TX 78701-2328

ATTN: Judge Sam Biscoe

RE: 2011 Racial Profiling Report

Judge Biscoe:

In accordance with Texas Code of Criminal Procedure, please find attached for your review, the 2011 Partial Exemption Racial Profiling Report (Tier 1).

Please do not hesitate to contact me if you have any questions.

Respectfully submitted,

A handwritten signature in cursive script that reads "LeAnn Perrow".

LeAnn Perrow
Custodian of Records
Travis County Constable
Precinct 3

Enclosures
/lp

TIER 1 - PARTIAL EXEMPTION RACIAL PROFILING REPORT

Agency Name: TRAVIS CO. CONST. PCT. 3
Reporting Date: 02/27/2012
TCLEOSE Agency Number: 453103
Chief Administrator: RICHARD T. MCCAIN
Agency Contact Information: Phone: 512-854-2107
Email: drew.mcangus@co.travis.tx.us
Mailing Address:
TRAVIS CO. CONST. PCT. 3
8656 SH 71 WEST
BLDG. B, STE. E
AUSTIN, TX 78735

This Agency claims partial racial profiling report exemption because:

Our vehicles that conduct motor vehicle stops are equipped with video and audio equipment and we maintain videos for 90 days.

Certification to This Report 2.132 (Tier 1) – Partial Exemption

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling

TRAVIS CO. CONST. PCT. 3 has adopted a detailed written policy on racial profiling. Our policy:

- (1) clearly defines acts constituting racial profiling;
- (2) strictly prohibits peace officers employed by the TRAVIS CO. CONST. PCT. 3 from engaging in racial profiling;
- (3) implements a process by which an individual may file a complaint with the TRAVIS CO. CONST. PCT. 3 if the individual believes that a peace officer employed by the TRAVIS CO. CONST. PCT. 3 has engaged in racial profiling with respect to the individual;
- (4) provides public education relating to the agency's complaint process;
- (5) requires appropriate corrective action to be taken against a peace officer employed by the TRAVIS CO. CONST. PCT. 3 who, after an investigation, is shown to have engaged in racial profiling in violation of the TRAVIS CO. CONST. PCT. 3's policy adopted under this article;
- (6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
 - (A) the race or ethnicity of the individual detained;

(B) whether a search was conducted and, if so, whether the individual detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement Officer Standards and Education; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

I certify these policies are in effect.

Executed by: **RICHARD T. MCCAIN**

Chief Administrator

TRAVIS CO. CONST. PCT. 3

Date: 02/27/2012

TRAVIS CO. CONST. PCT. 3 Motor Vehicle Racial Profiling Information

Number of motor vehicle stops:

- 1. **836** citation only
- 2. **1** arrest only
- 3. **7** both
- 4. **844 Total** (4, 11, 14 and 17 must be equal)

Race or Ethnicity:

- 5. **52** African
- 6. **16** Asian
- 7. **601** Caucasian
- 8. **170** Hispanic
- 9. **4** Middle Eastern
- 10. **1** Native American
- 11. **844 Total** (lines 4, 11, 14 and 17 must be equal)

Race or Ethnicity known prior to stop?

- 12. **0** Yes
- 13. **844** No
- 14. **844 Total** (lines 4, 11, 14 and 17 must be equal)

Search conducted?

- 15. **29** Yes
- 16. **815** No
- 17. **844 Total** (lines 4, 11, 14 and 17 must be equal)

Was search consented?

- 18. **2** Yes
- 19. **27** No
- 20. **29 Total** (must equal line 15)



MARIA CANCHOLA
TRAVIS COUNTY CONSTABLE, PRECINCT FOUR
DON BOWNE – CHIEF DEPUTY

MEMORANDUM

TO: Commissioner's Court

FROM: Maria L. Canchola, Constable

A handwritten signature in black ink that reads "Maria L. Canchola".

DATE: February 24, 2011

SUBJECT: 2011 Racial Profiling Report

The primary mission of my office is to handle civil and criminal process issued by the courts. Our Deputies also provide security services for the county employees and visitors to the Ray Martinez Building on McKinney Falls Parkway. As a result, my office does not place a significant emphasis on traffic enforcement. Most of our limited enforcement activities are directed towards school zone safety and disabled parking enforcement in order to protect the safety and rights of these two vulnerable populations within the County.

Senate Bill 1074 requires all law enforcement agencies to provide an annual report on racial profiling to the governing body of the reporting agency. Attached is the Travis County Constable Precinct Four report for the year 2011.

I require deputies to submit a written record documenting all stops, warnings, and citations. Analysis of the citation data suggests that the Precinct Four Constable's Office did not experience a problem regarding racial profiling. This is supported by the fact that we have not received any citizen complaints alleging racial profiling during 2011.



Annual Racial Profiling Analysis

Office of the Constable
Travis County - Precinct Four
 January 1, 2011 to December 31, 2011



Table 1: Detention Disposition by Race

Disposition	Asian/Pacific Islander	% of Race	% of Disposition	Black	% of Race	% of Disposition
Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Released	0	0.0%	0.0%	0	0.0%	0.0%
Ticketed	0	0.0%	0.0%	3	21.4%	2.9%
Warned (Written)	2	100.0%	1.1%	11	78.6%	5.8%
	2	100.0%	0.7%	14	100.0%	4.7%
	Total	of Race	of all stops	Total	of Race	of all stops

Disposition	Hispanic	% of Race	% of Disposition	White	% of Race	% of Disposition
Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Released	1	0.5%	50.0%	1	1.3%	50.0%
Ticketed	74	36.6%	70.5%	28	35.9%	26.7%
Warned (Written)	127	62.9%	66.8%	49	62.8%	25.8%
	202	100.0%	68.0%	78	100.0%	26.3%
	Total	of Race	of all stops	Total	of Race	of all stops

Disposition	Native American	% of Race	% of Disposition	Other	% of Race	% of Disposition
Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Released	0	0.0%	0.0%	0	0.0%	0.0%
Ticketed	0	0.0%	0.0%	0	0.0%	0.0%
Warned (Written)	0	0.0%	0.0%	1	100.0%	0.3%
	0	100.0%	0.0%	1	100.0%	0.3%
	Total	of Race	of all stops	Total	of Race	of all stops

Disposition	Total %	Number
Arrested	0.0%	0
Released	0.7%	2
Ticketed	35.4%	105
Warned (Written)	64.0%	190
	100.0%	297

Precinct Four 2010 Population Demographics ①	
White	33.0%
Black	9.0%
Hispanic	56.0%
All Others	3.0%

① Source: Travis County IGR - Plan GE 170

Table 2: Search Status by Race

SearchStatus	Asian	% of Race	% of Total	Black	% of Race	% of Total
Consent Search	0	0.0%	0.0%	0	0.0%	0.0%
No Search	2	100.0%	0.7%	14	100.0%	4.7%
Probable Cause Search	0	0.0%	0.0%	0	0.0%	0.0%
	2	100.0%	0.7%	14	100.0%	4.7%
	Total	of Race	of all stops	Total	of Race	of all stops

SearchStatus	Hispanic	% of Race	% of Total	White	% of Race	% of Total
Consent Search	0	0.0%	0.0%	0	0.0%	0.0%
No Search	201	99.5%	67.7%	77	98.7%	25.9%
Probable Cause Search	1	0.5%	0.3%	1	1.3%	0.3%
	202	100.0%	68.0%	78	100.0%	26.3%
	Total	of Race	of all stops	Total	of Race	of all stops

SearchStatus	Native American	% of Race	% of Total	Other	% of Race	% of Total
Consent Search	0	0.0%	0.0%	0	0.0%	0.0%
No Search	0	0.0%	0.0%	1	100.0%	0.3%
Probable Cause Search	0	0.0%	0.0%	0	0.0%	0.0%
	0	100.0%	0.0%	1	100.0%	0.3%
	Total	of Race	of all stops	Total	of Race	of all stops

SearchStatus	Total %	Number
Consent Search	0.0%	0
No Search	99.3%	295
Probable Cause Search	0.7%	2
	100.0%	297

TIER 2 - FULL RACIAL PROFILING REPORT

Agency Name: TRAVIS CO. CONST. PCT. 4
Reporting Date: 02/28/2012
TCLEOSE Agency Number: 453104
Chief Administrator: MARIA CANCHOLA
Agency Contact Information: Phone: 512.854.9488
Email: donald.bowne@co.travis.tx.us
Mailing Address:
TRAVIS CO. CONST. PCT. 4
4011 McKinney Falls Parkway
Suite 1100
Austin, TX 78744

This Agency filed a full report because:
Our agency has no motor vehicle or audio equipment.

Certification to This Report 2.132 (Tier 2) – Full Report

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling

TRAVIS CO. CONST. PCT. 4 has adopted a detailed written policy on racial profiling. Our policy:

- (1) clearly defines acts constituting racial profiling;
- (2) strictly prohibit peace officers employed by the TRAVIS CO. CONST. PCT. 4 from engaging in racial profiling;
- (3) implements a process by which an individual may file a complaint with the TRAVIS CO. CONST. PCT. 4 if the individual believes that a peace officer employed by the TRAVIS CO. CONST. PCT. 4 has engaged in racial profiling with respect to the individual;
- (4) provides public education relating to the agency's complaint process;
- (5) requires appropriate corrective action to be taken against a peace officer employed by the TRAVIS CO. CONST. PCT. 4 who, after an investigation, is shown to have engaged in racial profiling in violation of the TRAVIS CO. CONST. PCT. 4's policy adopted under this article;
- (6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
 - (A) the race or ethnicity of the individual detained;
 - (B) whether a search was conducted and, if so, whether the individual detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement Officer Standards and Education; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

I certify these policies are in effect.

Executed by: **MARIA CANCHOLA**

Chief Administrator

TRAVIS CO. CONST. PCT. 4

Date: 02/28/2012

TRAVIS CO. CONST. PCT. 4Motor Vehicle Racial Profiling Information

Gender:

- 1. 154 Female
- 2. 143 Male

3. 297 Total (3, 10, 13, 18, 21, 40 and 51 must be equal)

Race or Ethnicity:

- 4. 14 African
- 5. 2 Asian
- 6. 78 Caucasian
- 7. 202 Hispanic
- 8. 1 Middle Eastern
- 9. 0 Native American

10. 297 Total (3, 10, 13, 18, 21, 40 and 51 must be equal)

Race or Ethnicity known prior to stop?

- 11. 2 Yes
- 12. 295 No

13. 297 Total (3, 10, 13, 18, 21, 40 and 51 must be equal)

Reason for stop:?

- 14. 2 Violation of law other than traffic
- 15. 0 Pre-existing knowledge (i.e. warrant)
- 16. 295 Moving Traffic Violation
- 17. 0 Vehicle Traffic Violation (Equipment, Inspection or Registration)

18. 297 Total (3, 10, 13, 18, 21, 40 and 51 must be equal)

Search conducted?

19. 2 Yes

20. 295 No

21. 297 Total

Reason for search?

22. 0 Consent

23. 2 Contraband/evidence in plain sight

24. 0 Probable cause or reasonable suspicion

25. 0 Inventory search performed as result of
towing

26. 0 Incident to arrest/warrant

27. 2 Total (must equal line 19)

Contraband discovered?

28. 2 Yes

29. 0 No

30. 2 Total (must equal line 19)

Description of Contraband

31. 2 Illegal drugs/drug paraphernalia

32. 0 Currency

33. 0 Weapons

34. 0 Alcohol

35. 0 Stolen property

36. 0 Other

37. 2 Total (must equal line 28)

Arrest result of stop or search:

38. 0 Yes

39. 297 No

40. 297 Total (3, 10, 13, 18, 21, 40 and 51 must
be equal)

Arrest based on:

- 41. 0 Violation of the Penal Code
- 42. 0 Violation of a Traffic Law
- 43. 0 Violation of City Ordinance
- 44. 0 Outstanding Warrant

Street address or approximate location of the stop:

- 45. 285 City Street
- 46. 4 US Highway
- 47. 6 County Road
- 48. 2 Private Property or Other

Written warning or a citation as a result of the stop:

- 49. 297 Yes
- 50. 0 No

51. 297 Total

TRAVIS CO. CONST. PCT. 4 has submitted electronically the analysis in PDF format required by 2.134 CCP(c) which contains

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities; and

(B) examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

I certify the analysis meets the above requirements.

Executed by: MARIA CANCHOLA

Chief Administrator

TRAVIS CO. CONST. PCT. 4

Date: 02/28/2012



Travis County Commissioners Court Agenda Request

Meeting Date: March 6, 2012

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 Sessions of February 14 and 21, 2012.

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, February 14, 2012 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 February 14, 2012, 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

Citizens Communication

Members of the Court heard from:

Gus Peña, Travis County Resident
Ronnie Gjemre, Travis County Resident
Dr. John K. Kim, Travis County Resident
Morris Priest, Travis County Resident
Dan Mansour, Risk and Benefits Manager, Human Resources Management Department (HRMD)
Dr. Harinder Dhir, Medical Director, Wellness Clinic
Josie Pena, Health Services Supervisor, Wellness Clinic
Iman Hammoudeh, Administrative Assistant II, Wellness Clinic

Special Item

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

RESULT: ADDED TO CONSENT

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

Resolutions and Proclamations

2. Consider and take appropriate action on request for a resolution nominating Bazaarvoice, Inc. as an enterprise zone program project.

Members of the Court heard from:

Leroy Nellis, Interim County Executive, Planning and Budget Office (PBO)
Sharon Wellhouse, Ryan Consulting, Inc.
Kathy Smith, Director, People Operations, Bazaarvoice, Inc.

Susan Biddick, Ryan Consulting, Inc.
Chris Lynch, Vice President and Corporate Controller, Bazaarvoice, Inc.
Mary Etta Gerhardt, Assistant County Attorney
Dr. John K. Kim, Travis County Resident

MOTION: Indicate the Court's intention to proceed with the project, direct Staff to meet with representatives from Bazaarvoice, Inc. and put together the instruments necessary to achieve what we have discussed today, similar to the actions taken in the Golfsmith project; that we repost the item on the Agenda for Tuesday, February 21, 2012 to execute whatever documents are available.

RESULT: **APPROVED [4 TO 0]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Margaret J. Gómez, Commissioner

AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Margaret J. Gómez

ABSTAIN: Karen L. Huber

Health and Human Services Dept. Items

3. Consider and take appropriate action on the request from the Community Action Network to print 1000 copies of the 2012 Community Dashboard Report.

RESULT: ADDED TO CONSENT

Planning and Budget Dept. Items

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

RESULT: ADDED TO CONSENT

5. Review and approve requests regarding grant programs, applications, contracts and permissions to continue:
 - a. Annual application to the Office of the Governor, Criminal Justice Division, to continue the Family Drug Treatment Court Program in the Civil Courts;
 - b. Annual application to the Office of the Governor, Criminal Justice Division, to continue the Child Abuse Victim Services Personnel Grant in the Travis County Sheriff's Office;
 - c. Annual application to the Office of the Governor, Criminal Justice Division, to continue the State funded portion of the DWI Court Program in the Community Supervision and Corrections Department;
 - d. Annual application to the Office of the Governor, Criminal Justice Division, to continue the Drug Diversion Court Program in Pretrial Services Department; and
 - e. Annual application to the Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment, for Juvenile Probation to receive year three of a potential four year grant to enhance the department's drug court.

RESULT: ADDED TO CONSENT

6. Consider and take appropriate action on Fiscal Year 2013 budget issues and guidelines.

Members of the Court heard from:
Leroy Nellis, Interim County Executive, PBO

Diane Blankenship; Director, HRMD
Travis Gatlin, Senior Budget Analyst, PBO

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

Administrative Operations Items

7. Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$485,429.02 for the period of January 27 to February 2, 2012.

RESULT: ADDED TO CONSENT

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

RESULT: ADDED TO CONSENT

Purchasing Office Items

9. Approve Change Order No. 4 to Contract No. 11K00142JW, G. Creek, Inc., for firing range lane addition at Travis County Correctional Complex.

RESULT: ADDED TO CONSENT

Clerk's Note: The Court noted that the Change Order will be in the amount of \$11,972.00.

10. Approve contract award for janitorial services, TNR locations, IFB Bo. B120071-LD, to the low bidder, Villeda Building Services.

RESULT: ADDED TO CONSENT

11. Declare list of surplus property and authorize disposal through Dell, Inc. pursuant to Section 263.152 of the Texas Local Government Code.

RESULT: ADDED TO CONSENT

12. Approve contract awards for professional mentoring services for the Juvenile Probation Department, RFS No. S110042-DW, to the three highest qualified respondents: Goodwill Industries of Central Texas (PS120113DW), South West Key Programs, Inc. (PS120112DW) and African American Men and Boys Harvest Foundation, Inc. (PS120114DW).

RESULT: ADDED TO CONSENT

Transportation, Natural Resources and Facilities Dept. Items

13. Consider and take appropriate action on the draft Colorado River Corridor Plan and recommended amendments. (Commissioner Davis)

Members of the Court heard from:

Steve Manilla, County Executive, Transportation and Natural Resources (TNR)

Randy Nicholson, Comprehensive Planning Manager, TNR
Charlie Watts, Senior Planner, TNR
Jean Drew, Watershed Protection Department, City of Austin
Ronnie Gjemre, Travis County Resident

MOTION: Schedule a public hearing for a Tuesday in about 30 days, advertise the date in a local newspaper, set a follow-up work session with the Court, and include the City of Austin in the process.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Ron Davis, Commissioner

SECONDER: Margaret J. Gómez, Commissioner

AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

14. Consider and take appropriate action on the following:

- a. An exemption from platting requirements for Robinhood Condominium Project Section 2 - nine single-family detached units; and
- b. A construction agreement. (Commissioner Huber)

RESULT: **ADDED TO CONSENT**

15. Consider and take appropriate action on the following Cash Security Agreements with Highland Homes, Ltd., for sidewalk fiscal for West Cypress Hills in Precinct Three:

- a. Section 2 Lot 11 Block 9;
- b. Section 2 Lot 1 Block 9;
- c. Section 2 Lot 19 Block 1; and
- d. Section 3A Lot 12 Block B. (Commissioner Huber)

RESULT: **ADDED TO CONSENT**

16. Consider and take appropriate action on a Cash Security Agreement with Highland Homes, Ltd., for sidewalk fiscal for Commons at Rowe Lane IIIA in Precinct One. (Commissioner Davis)

RESULT: **ADDED TO CONSENT**

17. Consider and take appropriate action on recommendations regarding furniture selections and architectural finishes for the Commissioners Courtroom and offices relocation project at 700 Lavaca.

Members of the Court heard from:

Ken Gaede, Project Manager, Facilities Management

David Stauch, President, HS&A

Julie Zitter, Senior Associate, GSC Architects

MOTION: Approve the architectural finishes in Item 17.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Margaret J. Gómez, Commissioner

AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Clerk's Note: The Court noted that the architectural finishes will be on display at 700 Lavaca from 11:00 AM to 1:00 PM Wednesday, February 15, and Thursday, February 16, 2012.

18. Consider and take appropriate action on request from the Travis County Sheriff's Officer Association and the Combined Law Enforcement Association of Texas for a reduced rental fee to use the Travis County Luedecke Arena for a fund raiser benefitting the fallen Texas Peace Officers Memorial.

Members of the Court heard from:

Roger El Khoury, Director, Facilities Management
Steve Manilla, County Executive, TNR

MOTION: Approve the request to waive all fees except the direct costs, contingent upon compliance with Gov't Code Section 3105 and assurance that the funds raised will be used for the memorial.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Ron Davis, Commissioner

AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

19. Consider and take appropriate action on options regarding installation of dedication plaques upon completion of public buildings.

Members of the Court heard from:

Steve Manilla, County Executive, TNR
John Carr, Division Manager, Facilities Management
Roger El Khoury, Director, Facilities Management
Cyd Grimes, Travis County Purchasing Agent

RESULT: **DISCUSSED**

Reset for: 2/28/2012

20. Consider and take appropriate action on the Shadowglen Phase 1 Section 1C final plat (short form final plat - three total lots - 0.860 acre - City of Manor ETJ) in Precinct One. (Commissioner Davis)

RESULT: **ADDED TO CONSENT**

Other Items

21. Approve travel to San Juan, Puerto Rico for the 2012 annual conference of the American Psychology Law Society, with travel paid out of Travis County Juvenile Probation's Hogg Foundation Grant-Psychology Internship Program.

RESULT: **ADDED TO CONSENT**

Clerk's Note: The Court noted that this is required training and that the cost will be covered by grant funding, not from the Travis County General Fund.

22. Consider and take appropriate action on revisions to Chapter One of the Travis County Code, Commissioners Court Rules of Procedure. (This item may be taken into Executive Session pursuant to Gov't. Code Ann 551.071, Consultation with Attorney)

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

MOTION: Direct Staff to incorporate the changes discussed into a draft document, that we post the draft document for a public hearing on Tuesday, February 28, 2012 and indicate the Court's intention to take final action on the draft one or

two weeks after the public hearing, as appropriate.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

23. Consider and take appropriate action on funding request from the Minorities for Equality in Employment, Education, Liberty, and Justice, Inc. Program for services to formerly incarcerated persons in Travis County. (Commissioner Davis)

Members of the Court heard from:

Latreese Cooke, Executive Director, Minorities for Equality in Employment, Education, Liberty, and Justice, Inc. (MEEELJ, Inc.)
Dan Ellerbe, Counselor, MEEELJ, Inc.
Sherri Fleming, County Executive, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS)
Roger Jefferies, County Executive, Justice and Public Safety (JPS)
Dr. Julia Walker, Board Member, MEELJ, Inc.

MOTION: Direct Staff from HHS and CJP to conduct an evaluation and analysis of the proposal, identify funds within the FY 2012 Budget Cycle, and contact the City of Austin.
MOVER: Ron Davis, Commissioner
SECONDER: Samuel T. Biscoe, Judge

FRIENDLY

AMENDMENT: If the County funds a part of the proposal, that the contract would clearly describe the deliverable for the County to know what the County would be funding.

MOVER: Samuel T. Biscoe, Judge
RESULT: **FRIENDLY AMENDMENT ACCEPTED**

Clerk's Note: A Vote on the Standing Motion was taken.

RESULT: **APPROVED [UNANIMOUS]**
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

24. Consider and take appropriate action on the following reappointments to the Emergency Services District No. 6 Board of Commissioners, effective immediately through December 31, 2013:

- a. Nell Penridge; and
- b. Steve Albert. (Commissioner Huber)

RESULT: **ADDED TO CONSENT**

25. Consider and take appropriate action on the appointment of Tom Moody to the Emergency Services District No. 14 Board of Commissioners, effective immediately through December 31, 2013. (Commissioner Huber)

RESULT: **ADDED TO CONSENT**

Executive Session Items

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

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

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

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

Note 4: Gov't Code Ann 551.076, Security

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

26. Consider and take appropriate action on draft agreement with Star of Texas Fair and Rodeo. ¹

Judge Biscoe announced that Item 26 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Approve the draft agreement with the changes recommended by legal counsel.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Karen L. Huber, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

27. Consider and take appropriate action regarding acquisition of real property owned by the Housing Authority of Travis County. ^{1 and 2}

Judge Biscoe announced that Item 27 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

MOTION: Repost this item on the Court's Agenda Tuesday, February 21, 2012 for possible action by the Commissioners Court.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

28. Consider and take appropriate action on request for budget transfer of \$80,000.00 from allocated reserves to pay for an engineering evaluation and repair recommendations for two East Metro Park structures. (Commissioner Davis) ¹

RESULT: **POSTPONED** **Reset for: 2/21/2012**

29. Consider and take appropriate action regarding requests for acquisition of conservation easement or open space in eastern Travis County using November 2011 Voter Approved Bond Funds. (Commissioner Davis) ²

Judge Biscoe announced that Item 29 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.072, Real Property.

RESULT: **DISCUSSED** **Reset for: 2/21/2012**

30. Consider and take appropriate action on an offer to sell the County approximately 180 acres of land near the intersection of Taylor Lane and F.M. 969 in Precinct One for inclusion in the Eastern Creek Open Space Parkland - 2011 Bond Program. (Commissioner Davis) ²

Judge Biscoe announced that Item 30 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.072, Real Property.

MOTION: Approve Item 30, in the amount of \$1,030,000.00. Funding will be from 2005 Voter Approved Bonds and authorize the County Judge to sign the documents as appropriate.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Ron Davis, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Consent Items

MOTION: Approve the following Consent Items: C1–C5 and Agenda Items 1, 3, 4, 5.a–e, 7, 8, 9, 10, 11, 12, 14.a–b, 15.a–d, 16, 20, 21, 24.a–b, and 25.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

- C1. Receive bids from County Purchasing Agent.
- C2. Approve payment of claims and authorize County Treasurer to invest County funds.
- C3. Approve the Commissioners Court Minutes for the Voting Sessions of January 24 and 31, 2012.
- C4. Approve the Commissioners Court Minutes for the Voting Session of January 26, 2012.
- C5. Approve setting a public hearing on Tuesday, March 6, 2012 to receive comments regarding a request to authorize the filing of an instrument to vacate two five foot wide public utility easements located along the common lot line of Lots 4 and 5, Block G of River Ridge in Precinct Two. (Commissioner Eckhardt)

Added Item

- A1. Receive legal briefing and take appropriate action regarding Travis County involvement in legal action objecting to congressional redistricting by the Texas legislature (Perez, et al. v. State of Texas, et al., Cause No. 11-CA-00360-OLG-JES-XR, U.S. District Court, Western District, San Antonio).

Judge Biscoe announced that Item A1 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Appoint David Escamilla, County Attorney, to represent Commissioners Court in the litigation in San Antonio and the Court authorizes Mr. Escamilla to settle this matter in consultation with outside legal counsel.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, 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 Travis County Commissioners Court Tuesday, February 21, 2012 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 February 21, 2012, 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 related to a Community Development Block Grant available from HUD regarding the community needs and project ideas for the unincorporated areas of Travis County and the Village of Webberville for Program Year 2012.

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Karen L. Huber, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Members of the Court heard from:

Christy Moffett, Social Services Manager, Travis County Health and Human Services (TCHHS)
Sherri Fleming, County Executive, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS)
Stuart Hersh, Travis County Resident
Richard Franklin, Member, Dell Valle Independent School District (ISD) Board
David Freeman, Travis County Resident
Charles Cloutman, Director, Home Repair, Meals on Wheels and More and Chair, Austin Housing Repair Coalition
Gus Peña, Travis County Resident
Randy Pimpler, Travis County Resident
Ronnie Gjemre, Travis County Resident
Dr. John K. Kim, Travis County Resident

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Citizens Communication

Members of the Court heard from:

Gus Peña, Travis County Resident
Dr. John K. Kim, Travis County Resident
Anna Bowlin, Engineering Services Director, Transportation and Natural Resources (TNR)
Ronnie Gjemre, Travis County Resident

Special Item

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

RESULT: ADDED TO CONSENT

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

Resolutions and Proclamations

3. Consider and take appropriate action on request for a resolution nominating Bazaarvoice, Inc. as an Enterprise Zone Program Project and related issues.

RESULT: PULLED

Planning and Budget Dept. Items

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

RESULT: ADDED TO CONSENT

5. Review and approve requests regarding grant programs, applications, contracts and permissions to continue:
 - a. Annual application to the Office of the Governor, Criminal Justice Division, to continue the Family Violence Accelerated Prosecution Program in the County Attorney's Office;
 - b. Annual application to the Office of the Governor, Criminal Justice Division, to continue the Travis County Eagle Resource Program in the Juvenile Probation Department;
 - c. New application to the Office of the Governor, Criminal Justice Division, for the Trauma Informed Assessment and Response Program to enhance the assessment and treatment for juveniles who have experienced trauma and are served by the Juvenile Probation Department; and
 - d. Amendment to the Contract with the Texas Department of Housing and Community Affairs to close out the grant term and deobligate unspent funds for the American Recovery and Reinvestment Act Weatherization Assistance Program in Health and Human Services and Veterans Service.

RESULT: ADDED TO CONSENT

Administrative Operations Items

6. Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$804,332.61 for the period of February 3 to February 9, 2012.

RESULT: ADDED TO CONSENT

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

RESULT: ADDED TO CONSENT

8. Consider and take appropriate action to replace the Sections 10.020 through 10.022 of the Travis County Code related to tuition reimbursement.

Members of the Court heard from:

Diane Blankenship, Director, Human Resources Management Department (HRMD)
Travis Gatlin, Senior Budget Analyst, Planning and Budget Office (PBO)
Mary Etta Gerhardt, Assistant County Attorney
Dana Hess, Employment Specialist, HRMD
Barbara Wilson, Assistant County Attorney
Ronnie Gjemre, Travis County Resident

MOTION: Set the eligibility for reimbursement at a grade of C or higher.

MOVER: Samuel T. Biscoe, Judge

SECONDER: Sarah Eckhardt, Commissioner

FRIENDLY

AMENDMENT: Set the reimbursement rate at 80%.

MOVER: Samuel T. Biscoe, Judge

RESULT: **FRIENDLY AMENDMENT ACCEPTED**

Clerk's Note: A Vote on the Standing Motion was taken.

RESULT: **APPROVED [UNANIMOUS]**

AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

MOTION: Set the reimbursement cap at \$2,000.00 per fiscal year and \$1,000.00 per semester for both undergraduates and graduates, and direct Staff to collect data necessary to enable the Court to make an informed decision.

RESULT: **APPROVED [3 TO 2]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Ron Davis, Commissioner

AYES: Samuel T. Biscoe, Ron Davis, Margaret J. Gómez

NAYS: Sarah Eckhardt, Karen L. Huber

MOTION: Accept the requirement of six months employment at Travis County prior to enrolling in a course eligible for tuition reimbursement and remaining employed at least six months after the course has finished. Inform employees regarding possible tax consequences.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Margaret J. Gómez, Commissioner

AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Transportation, Natural Resources and Facilities Dept. Items

19. Consider and take appropriate action regarding a license agreement with Vagary Events for a bicycle road race at Pace Bend Park. (Commissioner Huber)

RESULT: ADDED TO CONSENT

20. Consider and take appropriate action on authorization to utilize an earmark on the CAR Reserve Fund of \$365,000 for the purchase of capital equipment and to construct a burial services pavilion for the new Travis County Cemetery on Wells School Road.

RESULT: ADDED TO CONSENT

21. Consider and take appropriate action on items associated with Chapter 45 of the Travis County Code to include:

- a. Rename Chapter 45 of the Travis County Code from "Discounts for Use of Certain Travis County Exposition Center Facilities by Public Entities" to "Travis County Exposition Center Mission, Licensing and Operations"; and
- b. Replace current content of Chapter 45 in its entirety with new content.

Members of the Court heard from:

Roger El Khoury, Director, Facilities Management
Tenley Aldrege, Assistant County Attorney
Steve Manilla, County Executive, TNR
Sherri Fleming, County Executive, TCHHS&VS

RESULT: DISCUSSED

Reset for: 2/28/2012

22. Consider and take appropriate action on the acceptance of the dedication of the public street and drainage facilities within Colonia Serendipity in Precinct Three. (Commissioner Huber)

RESULT: ADDED TO CONSENT

23. Consider and take appropriate action on TNR's request to use up to \$500,000 from Precinct Two 2001 Bond project savings for engineering services and construction costs for the Quinlan Park Road Improvements Project. (Commissioner Eckhardt)

Members of the Court heard from:

Steve Manilla, County Executive, TNR
Randy Pimpler, Travis County Resident

MOTION: Approve Item 23.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Sarah Eckhardt, Commissioner

AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Health and Human Services Dept. Items

24. Consider and take appropriate action on the cooperative agreement between the Children's Partnership of the Office of Children Services Division, Travis County Health and Human Services and Veterans Service, and the Office of Program Coordination for Children and Youth, Texas Health and Human Services Commission-Community Demonstration for system of care expansion-Achieving Successful Systems Enriching Texas.

RESULT: ADDED TO CONSENT

25. Consider and take appropriate action on proposed amendment, ratification and renewal of:
- a. The Partnership Agreement setting the functions, responsibilities, roles, and relationships of the City of Austin, Travis County, and Workforce Solutions - Capital Area Workforce Board in delivery of workforce development services; and
 - b. The Interlocal Cooperation Agreement between the City of Austin and Travis County setting forth the relationship between the chief executive officers and for the establishment of a local Workforce Development Board.

RESULT: ADDED TO CONSENT

Other Items

26. Consider and take appropriate action on request to educate the public on recently enacted law (Tax Code Section 11.131) and voter approval of property tax exemption for the surviving spouse of a 100% disabled veteran.

Members of the Court heard from:

- Tina Morton, Tax Assessor Collector
- Olie Pope, Veterans Services Officer, TCHHS&VS
- Marya Crigler, Chief Appraisal, Travis County Appraisal District

RESULT: DISCUSSED

27. Consider and take appropriate action on the following:
- a. Request to join local residents and extend an invitation to officials from Haining and Rugao, China to visit Travis County; and
 - b. Invitation to establish sister city/county relationship with these two cities.

Members of the Court heard from:

- Roger Hanks, Hanks Brothers Trading Company and member, Travis County Citizens International Program (TCCIP)
- Erica Estetter, Program Director, Austin Asian American Chamber of Commerce
- Peter Shen, Chairman, TCCIP and Chairman, Austin Chinese Chamber of Commerce
- Aletta Banks, Executive Director, Asian Contractor Association (ACA)
- George Chang, Member, TCCIP

RESULT: DISCUSSED **Reset for: 2/28/2012**

28. Receive Fiscal Year 2010 Financial Audit Reports for Emergency Services District No. 10. (Commissioner Huber)

RESULT: ADDED TO CONSENT

29. Receive State required Racial Profiling Report for Calendar Year 2011 from the Travis County Sheriff's Office.

RESULT: ADDED TO CONSENT

Executive Session Items

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

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

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

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

Note 4: Gov't Code Ann 551.076, Security

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

30. Receive legal briefing and take appropriate action regarding Travis County involvement in legal action objecting to congressional redistricting by the Texas Legislature. ¹

Judge Biscoe announced that Item 30 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

RESULT: DISCUSSED **Reset for: 2/28/2012**

31. Receive briefing from County Attorney and take appropriate action concerning the extension of administrative leave with pay for Juvenile Probation employee, Slot 396. ^{1 and 3}

Judge Biscoe announced that Item 31 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.074, Personnel Matters.

MOTION: Grant an additional six days administrative leave with pay.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Sarah Eckhardt, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

32. Receive briefing from County Attorney and take appropriate action concerning the extension of administrative leave with pay for Juvenile Probation employee, Slot 542. ^{1 and 3}

Judge Biscoe announced that Item 32 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.074, Personnel Matters.

MOTION: Grant an additional seven days administrative leave with pay.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

33. Receive briefing from County Attorney regarding status of Lease Agreement at 700 Lavaca with Austin Suites Management, Ltd., including proposed exterior signage, and take appropriate action. ^{1 and 2}

Judge Biscoe announced that Item 33 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

34. Receive briefing from County Attorney and take appropriate action in Melanie Boyte v. Travis County, et al. ¹

RESULT: POSTPONED **Reset for: 2/28/2012**

35. Consider and take appropriate action on economic development agreement regarding Project Hudson. ⁵

Judge Biscoe announced that Item 35 would be considered in Executive Session pursuant to Gov't. Code Ann 551.087, Economic Development Negotiations.

MOTION: Revise the letter that was originally sent that mirrors the City of Austin's provisions and deliver a copy to the Greater Austin Chamber of Commerce.

RESULT: APPROVED [UNANIMOUS]

MOVER: Samuel T. Biscoe, Judge

SECONDER: Karen L. Huber, Commissioner

AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

36. Ratify contract for professional engineering design services for the water and wastewater system at Reimers Ranch Park with Davis Engineering, Inc. ¹

RESULT: POSTPONED **Reset for: 2/28/2012**

37. Consider and take appropriate action regarding acquisition of real property owned by the Housing Authority of Travis County. ^{1 and 2}

Judge Biscoe announced that Item 37 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

MOTION: Authorize Facilities Management to use \$4,700.00 from the Lease Fund to pay for an environmental assessment and an indoor air quality assessment on the property in question.

RESULT: APPROVED [UNANIMOUS]

MOVER: Samuel T. Biscoe, Judge

SECONDER: Margaret J. Gómez, Commissioner

AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

38. Consider and take appropriate action regarding requests for acquisition of conservation easement or open space in eastern Travis County using November 2011 voter approved bond funds. (Commissioner Davis) ²

Members of the Court heard from:
Steve Manilla, County Executive, TNR

RESULT: POSTPONED **Reset for: 2/28/2012**

Consent Items

MOTION: Approve the following Consent Items: C1–C3 and Agenda Items 2, 4, 5.a–d, 6, 7, 9, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20, 22, 24, 25.a–b, 28, and 29.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Ron Davis, Commissioner

SECONDER: Margaret J. Gómez, Commissioner

AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

- 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 February 7, 2012.

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Travis County Commissioners Court Agenda Request Northwest Travis County Road District No. 3

Meeting Date: March 6, 2012

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 Minutes for the Voting Sessions of February 14 and 21, 2012.

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, February 14, 2012 Voting Session

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

Meeting called to order on February 14, 2012, in the Ned Granger Building, Commissioners Courtroom, 1st Floor, 314 W. 11th St., Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Present
Karen L. Huber	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

1. Approve payment of claims and authorize County Treasurer to invest Road District funds

MOTION: Approve the investments in Item 1.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Karen L. Huber, Margaret J. Gómez
ABSENT: Sarah Eckhardt

2. Approve the Northwest Travis County Road District No. 3 Minutes for the Voting Sessions of January 24 and 31, 2012.

MOTION: Approve Item 2.
RESULT: **APPROVED [3 TO 0]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Karen L. Huber, Commissioner
AYES: Samuel T. Biscoe, Karen L. Huber, Margaret J. Gómez
ABSTAIN: Ron Davis
ABSENT: Sarah Eckhardt

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, February 21, 2012 Voting Session

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

Meeting called to order on February 21, 2012, in the Ned Granger Building, Commissioners Courtroom, 1st Floor, 314 W. 11th St., Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Present
Karen L. Huber	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

1. Approve payment of claims and authorize County Treasurer to invest road district funds.

RESULT: NOT NEEDED

2. Approve the Northwest Travis County Road District No. 3 Minutes for the Voting Session of February 7, 2012.

MOTION: Approve Item 2.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Travis County Commissioners Court Agenda Request Travis County Bee Cave Road District No. 1

Meeting Date: March 6, 2012

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 Minutes for the Voting Sessions of February 14 and 21, 2012.

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, February 14, 2012 Voting Session

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

Meeting called to order on February 14, 2012, in the Ned Granger Building, Commissioners Courtroom, 1st Floor, 314 W. 11th St., Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Present
Karen L. Huber	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

1. Approve payment of claims and authorize County Treasurer to invest Road District funds.

MOTION: Approve the investments in Item 1.
RESULT: **APPROVED [4 TO 0]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Karen L. Huber, Commissioner
AYES: Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez
ABSTAIN: Ron Davis

2. Approve the Bee Cave Road District No. 1 Minutes for the Voting Sessions of January 24 and 31, 2012.

MOTION: Approve Item 2.
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 Travis County Bee Cave Road District No. 1 (Galleria) Tuesday, February 21, 2012 Voting Session

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

Meeting called to order on February 21, 2012, in the Ned Granger Building, Commissioners Courtroom, 1st Floor, 314 W. 11th St., Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Present
Karen L. Huber	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

1. Approve payment of claims and authorize County Treasurer to invest road district funds.

MOTION: Make the investments in Item 1.
RESULT: **APPROVED [4 TO 0]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Karen L. Huber, Commissioner
AYES: Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez
ABSTAIN: Ron Davis

2. Approve the Bee Cave Road District No. 1 Minutes for the Voting Session of February 7, 2012.

MOTION: Approve Item 2.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Travis County Commissioners Court Agenda Request
TRAVIS COUNTY HOUSING FINANCE CORPORATION
TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
TRAVIS COUNTY HOUSING FINANCE CORPORATION
CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION
TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION
TRAVIS COUNTY DEVELOPMENT AUTHORITY

Meeting Date: March 6, 2012

Prepared By/Phone Number: Andrea Shields, Manager/854-9116

Elected/Appointed Official/Dept. Head: Leroy Nellis, Acting County Executive, Planning and Budget/854-9066

Commissioners Court Sponsor: Samuel T. Biscoe, President

AGENDA LANGUAGE: Consider and take appropriate action to approve the following:

- A. Invoice for external audit services for Fiscal Year 2011 from Atchley & Associates, LLP; and
- B. Corporations Management Representation letter to outside auditor Atchley & Associates, LLP

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: See attached backup.

STAFF RECOMMENDATIONS: Staff recommends approval.

ISSUES AND OPPORTUNITIES: None.

FISCAL IMPACT AND SOURCE OF FUNDING: None.

REQUIRED AUTHORIZATIONS: Andrea Shields, Manager/854-9116; Leroy Nellis, Acting County Executive, Planning and Budget/854-9066

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 Housing Finance Corporation
700 Lavaca, Suite 1560
Austin, Texas 78701
Telephone: (512) 854-9116
Fax: (512) 854-4210**

Memo

March 8, 2012

To: Board of Directors
From: Andrea Shields
Re: Hunt Club Apartments

The attached invoice for \$5,248.00 represents 80% billing of the total fee.

We recommend approval of the invoice.

We have reviewed the contract with Atchley & Associates, LLP, and represent that the payment is allowed in the contract.

cc: Leroy Nellis, Interim County Executive, Planning and Budget
Cliff Blount

RECEIVED

2012 FEB 22 AM 10: 25

TRAVIS COUNTY
AUDITORS OFFICE



ATCHLEY & ASSOCIATES^{LLP}
CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS ADVISORS

February 20, 2012

RECEIVED

12 FEB 27 AM 8: 47

TRAVIS COUNTY
PLANNING & BUDGET OFFICE

Travis County, Re: 10302 Corporation
Attn: Harvey Davis/Andrea Shields
PO Box 1748
Austin, TX 78767

Re: Time/Expense for the period ending February 15, 2012

10302.Corporation

In Reference To: Final billing for professional services rendered in connection with audit of the following corporations which are included in the Travis County audit as of and for the year ended September 30, 2010, based on the related contract allowing 20% billing of total fees within 30 days after interim fieldwork and 60% billing of total fees within 30 days after final field work.

Capital Health Facilities Development Corporation,
Travis County Housing Finance Corporation
Travis County Health Facilities Development Corporation
Travis County Cultural Education Facilities Finance Corporation,
Capital Industrial Development Corporation, and
Travis County Development Authority.

Invoice # 55189

For professional services rendered

Amount
\$5,248.00

Balance due

\$5,248.00 ✓

6560 - original contract
x 20% - never received invoice
for 2010
+ 1,312

6560 - original contract
x 60%
+ 3,936

5,248⁰⁰

Please include the invoice number on your check.

Invoice payable upon receipt. Thank you for your continued business and referrals.

6850 Austin Center Boulevard, Suite 180, Austin, TX 78731-3129 (512) 346-2086 / 1-877-977-6850 EIN 74-2920819

TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION

TRAVIS COUNTY HOUSING FINANCE CORPORATION

CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION

CAPITAL HEALTH FACILITIES DEVELOPMENT CORPORATION

TRAVIS COUNTY DEVELOPMENT AUTHORITY

TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION

February 24, 2012

Atchley & Associates, LLP
6850 Austin Center Blvd, Suite 180
Austin, Texas 78731

We are providing this letter in connection with your audit of the statutory basis financial statements of Travis County (the "County"), as of and for the year ended September 30, 2011, which will include the Capital Health Facilities Development Corporation, Capital Industrial Development Corporation, Travis County Housing Finance Corporation, Travis County Health Facilities Development Corporation, Travis County Development Authority and the Travis County Cultural Education Facilities Finance Corporation (collectively, the "Corporations") as blended component units of the County, for the purpose of expressing an opinion as to whether the basic financial statements present fairly, in all material respects, the financial position, results of operations or changes in fund balances, and cash flows of the County in conformity with accounting practices prescribed in Chapter 2266, Texas Government Code ("Chapter 2266"), Financial Accounting and Reporting (the "Statutory Basis"). The representations within this letter relate to the financial information of the Corporations, as included as blended component units of the basic financial statements of the County.

We confirm that we are responsible for the following:

- a. The fair presentation in the basic financial statements of financial position of the governmental activities in conformity with the Statutory Basis, a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America ("GAAP").
- b. The design and implementation of programs and controls to prevent and detect fraud, including fraud related to federal and state awards.

February 24, 2012

Page 2 of 5

- c. Establishing and maintaining effective internal control over financial reporting.

We confirm, to the best of our knowledge and belief, the following representations made to you during your audit.

1. The Corporations financial statements referred to above are fairly presented in conformity with the Statutory Basis, a comprehensive basis of accounting other than GAAP. In addition, in all material respects, the financial statements properly classify all funds and activities.
2. We have no knowledge of any fraud or suspected fraud affecting the Corporations involving (a) management, (b) employees who have significant roles in internal control over financial reporting, or (c) others where the fraud could have a material effect on the financial statements that have not been provided to you.
3. We have no knowledge of any allegations of fraud or suspected fraud affecting the Corporations received in communications from employees, former employees, analysts, regulators, short sellers, or others that have not been provided to you.
4. The Corporations have made available to you all:
 - a. Summaries of actions of the governing body.
 - b. Financial records and related data for all financial transactions of the Corporations and for all funds administered by the Corporations. The records, books, and accounts, as provided to you, record the financial and fiscal operations of all funds administered by the Corporations and provide the audit trail to be used in a review of accountability. Information presented in financial reports is supported by the books and records from which the financial statements have been prepared.
 - c. Contracts and grant agreements (including amendments, if any) and any other correspondence that has taken place with federal and state agencies that could have a material effect on the financial statements.

5. There has been no:
 - a. Action taken by management that contravenes the provisions of federal laws and State of Texas laws and regulations, or of contracts and grants applicable to the Corporations.
 - b. Communication from other governmental or regulatory agencies concerning noncompliance with or deficiencies in financial reporting practices or other matters that could have a material effect on the financial statements.
6. There are no material unasserted claims or assessments that legal counsel has advised us are probable of assertion and must be disclosed in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification 450, *Contingencies* (FAS-5, *Accounting for Contingencies*).
7. We are responsible for compliance with local, state and federal laws, rules and regulations. We are responsible for establishing and maintaining the components of internal control relating to our activities in order to achieve the objectives of: providing reliable financial reports, effective and efficient operations, and compliance with laws and regulations. The Corporations are responsible for maintaining accounting and administrative control over revenues, obligations, expenditures, assets, and liabilities.
8. Management has identified and disclosed to you all laws and regulations that have a direct and material effect on the determination of financial statement amounts.

Except where otherwise stated below, matters less than \$5,000 collectively are not considered to be exceptions that require disclosure for the purpose of the following representations. This amount is not necessarily indicative of amounts that would require adjustment to or disclosure in the financial statements.

9. We have disclosed to you any material change in the Corporations' internal control over financial reporting that occurred during the Corporations' most recent fiscal year that has materially affected, or is reasonably likely to materially affect, the Corporations' internal control over financial reporting.
10. The Corporations have no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.

February 24, 2012

Page 4 of 5

11. The following, to the extent applicable, have been appropriately identified, properly recorded, and disclosed in the financial statements:
 - a. Related-party transactions and associated receivables or payables, including sales, purchases, loans, transfers, leasing arrangements, and guarantees (written or oral).
 - b. Guarantees, whether written or oral, under which the Corporations are contingently liable.
12. There are no:
 - a. Known violations or possible violations of laws or regulations whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency.
 - b. Other liabilities or gain or loss contingencies that are required to be accrued or disclosed by FASB Accounting Standards Codification 450, *Contingencies*, (FAS-5, *Accounting for Contingencies*).
13. No department or agency of the Corporations has reported a material instance of noncompliance to us.
14. The Corporations have satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
15. There are no known material transactions that have not been properly recorded in the accounting records underlying the financial statements.
16. The Corporations have complied with all aspects of contractual agreements that may have an effect on the financial statements in the event of noncompliance.
17. Other than those disclosed in the notes to the financial statements, no events have occurred subsequent to September 30, 2011 that require consideration as adjustments to or disclosures in the financial statements.
18. Management has disclosed whether, subsequent to September 30, 2011, any changes in internal control or other factors that might significantly affect internal control over financial reporting, including any corrective action taken by management with regard to significant deficiencies and material weaknesses, have occurred.

February 24, 2012

Page 5 of 5

19. In estimating fair values of certain assets and liabilities, such as those investments subject to reporting at fair value under Governmental Accounting Standards Board Statement No. 31, "*Accounting and Financial Reporting for Certain Investments and for External Investment Pools*," we believe that the market assumptions used were the most appropriate for the circumstances based on information available as of September 30, 2011.
20. In all material respects, all conduit debt of the Corporations has been disclosed in the County's basic financial statements.

Samuel T. Biscoe
Director

Margaret Gomez
Director

Ron Davis
Director

Karen Huber
Director

Sarah Eckhardt
Director

Andrea Shields
Corporations Administrator

Leroy Nellis, Acting County
Executive Manager, PBO



Travis County Commissioners Court Agenda Request Travis County Housing Finance Corporation

Meeting Date: March 6, 2012

Prepared By/Phone Number: Andrea Shields, Manager/854-9116

Elected/Appointed Official/Dept. Head: Leroy Nellis, Interim County Executive/854-9066

Commissioners Court Sponsor: Samuel T. Biscoe, President

AGENDA LANGUAGE: Consider and take appropriate action to:

A) Approve submission of letters to Mountain Ranch Apartments, Rosemont at Heatherbend Apartments, Town Vista Apartments and Rosemont at Hidden Creek Apartments, regarding the Corporation's annual compliance audits; and

B) Approve submission of four invoices totaling of \$2,000.00 to the property owners for staff's time.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: See attached backup.

STAFF RECOMMENDATIONS: Staff recommends approval.

ISSUES AND OPPORTUNITIES: None.

FISCAL IMPACT AND SOURCE OF FUNDING: None.

REQUIRED AUTHORIZATIONS: Andrea Shields, Manager/854-9116; Leroy Nellis, Budget Director/854-9066; Rodney Rhoades, County Executive/854-4718

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 HOUSING FINANCE CORPORATION
MOUNTAIN RANCH APARTMENTS
2012 COMPLIANCE EXAMINATION REPORT**

DATE: February 23, 2012

TO: Board of Directors, Travis County Housing Finance Corporation

FROM: Andrea Shields, Manager

SUBJECT: Compliance Examination – Mountain Ranch Apartments

SUMMARY AND BACKGROUND INFORMATION

On December 1, 1998, the Travis County Housing Finance Corporation (“Corporation”) issued \$9,128,000 in Revenue Bonds for the construction of a 212-unit multifamily residential development. The development is named Mountain Ranch Apartments located on 2425 E. Riverside Drive, Austin, Texas 78741. The owner is Collier Ranch Limited Partnership.

SCOPE

A minimum of 79 units (40% of 196) must be occupied by “Low Income Tenants” with a total family income at or below 60% of Area Median Family Income (“AMI”). Additionally, a minimum 177 units (90% of 196) must be occupied by “Eligible Tenants” whose income does not exceed 120% of AMI. Tenant incomes must be recertified annually per the Regulatory Agreement.

Mountain Ranch received 4% tax credits through the Texas Department of Housing and Community Affairs requiring the development to lease 100% of the units to “Low Income Tenants”.

On February 13, 2012, staff initiated a compliance examination. The audit focused on performance requirements set forth by the Regulatory Agreement dated December 1, 1998.

AUDIT FINDINGS

Overall the tenant files appear to be maintained in satisfactory condition. No significant exceptions were noted during the examination. However, management was following TDHCA’s compliance regulations and were not certifying tenant incomes annually. Instead they were recertifying every three years. Therefore, we were unable to confirm that current tenants are or are not currently income qualified to reside at the property, and we are unable to conclusively confirm whether the property is in compliance with 40% of the units at 60% AMI and 90% at 120% AMI.

CONCLUSION AND RECOMENDATIONS

As discussed with the property manager, Megan May, we recommend that staff immediately begin recertifying incomes for current tenants, and going forward that new policies and procedures be implemented to ensure annual income certification for all tenants. Representatives of the Corporation will return to the property to review the files and confirm all tenants have been re-income certified, and the property is in compliance with the Regulatory Agreement, no later than August 3, 2012.

Staff request approval to invoice Mountain Ranch a \$500.00 examination fee.

cc: Leroy Nellis, Budget Manager
Cliff Blount, Esq.
Harvey Davis, Manager
Mary Mayes, Assistant Manager

**TRAVIS COUNTY HOUSING FINANCE CORPORATION
ROSEMONT AT HEATHER BEND (FORMERLY
HEATHERWILDE APARTMENTS)
2012 COMPLIANCE EXAMINATION REPORT**

DATE: February 28, 2012

TO: Board of Directors, Travis County Housing Finance Corporation

FROM: Andrea Shields, Manager

SUBJECT: Compliance Examination – Rosemont at Heather Bend

SUMMARY AND BACKGROUND INFORMATION

On October 1, 2002, the Travis County Housing Finance Corporation (“Corporation”) issued a total of \$15,000,000 in two Revenue Bond issues for the construction of a 260-unit multifamily residential development. The development was named Heatherwilde Apartments but has since changed names to Rosemont at Heather Bend located on 16701 Heatherwilde Boulevard, Pflugerville, Texas 78660. The owner is Heatherwilde Villas Housing Limited Partnership.

SCOPE

A minimum of 104 units (40% of 260) must be occupied by “Low Income Tenants” with a total family income at or below 60% of Area Median Family Income (“AMI”) and rents must be set at 50% of AMI. Additionally, a minimum 234 units (90% of 260) must be occupied by “Eligible Tenants” whose income does not exceed 120% of AMI. Tenant incomes must be recertified annually per the Regulatory Agreement.

Rosemont at Heather Bend received 4% tax credits through the Texas Department of Housing and Community Affairs requiring the development to lease 100% of the units to “Low Income Tenants”.

On February 17, 2012, staff initiated a compliance examination. The audit focused on performance requirements set forth by the Regulatory Agreement dated October 1, 2002.

AUDIT FINDINGS

Overall the tenant files appear to be maintained in satisfactory condition. No significant exceptions were noted during the examination. However, management was following TDHCA’s compliance regulations and was not certifying tenant incomes annually. Instead they were recertifying every three years. Therefore, we were unable to confirm that current tenants are or are not currently income qualified to reside at the property, and

CONCLUSION AND RECOMENDATIONS

As discussed with the property manager, Megan May, we recommend that staff immediately begin recertifying incomes for current tenants, and going forward that new policies and procedures be implemented to ensure annual income certification for all tenants. Representatives of the Corporation will return to the property to review the files and confirm all tenants have been re-income certified, and the property is in compliance with the Regulatory Agreement, no later than August 3, 2012.

Staff request approval to invoice Mountain Ranch a \$500.00 examination fee.

cc: Leroy Nellis, Budget Manager
Cliff Blount, Esq.
Harvey Davis, Manager
Mary Mayes, Assistant Manager