



Travis County Commissioners Court Agenda Request

Meeting Date: March 20, 2012

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

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

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

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Receive comments regarding a request to authorize the filing of an instrument to vacate two 25 foot wide drainage easements located along the common lot line of Lot 1 of the Rivercliff, Section Two, Phase A subdivision and Lot 19 of the Re-plat of Lots 15-19 Rivercliff subdivision – Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

TNR staff has received a request to vacate two 25 foot drainage easements located along the common lot line of Lot 1 of the Rivercliff Section Two, Phase A subdivision and Lot 19 of the Re-plat of Lots 15-19 Rivercliff subdivision. The easements are dedicated per their respective plat and are schematically shown. The subject lots front on Rivercliff Drive, a private street not maintained by Travis County.

Professional Engineer Keith E. Parkan has stated that:

"We are proposing to amend these plats to combine these lots into one lot and relocate the drainage easement and decrease the size to a 15-foot drainage easement (has since been increased to 25 feet at the request of County staff) along the southern lot line of proposed Lot 1A, a 15.39 acre lot. The original 25-foot drainage easements appear to have been established as a means to not cut off drainage from Rivercliff Drive (a private road) to the floodplain of the Pedernales River. In placement of the new 15-foot easement (now 25-foot), we will still be providing access to the floodplain.

As you can see on the provided topographic map, Rivercliff Drive is developed along the high point of the topography and all current runoff flows across the existing lots in a sheet flow condition. Therefore, the drainage easement provided still provides access to the 100-year floodplain without a developed means of infrastructure will be necessary and the development of the new Lot 1A will not pose any undo conveyance issues in the future."

After review of the submitted request and recommendation, Travis County Engineer John Ellis has stated he has no objections to this vacation request. Staff foresees no opposition to this request.

STAFF RECOMMENDATIONS:

As of this memo staff has not received any inquiries in regards to this vacation request. The request has been reviewed by TNR staff and staff finds the vacation requests meets all Travis County standards. As such, TNR staff recommends the vacation.

ISSUES AND OPPORTUNITIES:

The purpose of this request is so that these two easements will not be traversing down the middle of the the proposed amended lot. Vacating the subject easements and re-dedicating it along the south lot line of the proposed amended lot will allow the property owners to potentially use the area where the easements currently are as a homesite.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A.

ATTACHMENTS/EXHIBITS:

- Order of Vacation
- Field Notes and Sketch
- Request/Engineer's Letter
- HOA Letter
- Copy of Proposed Amended Plat
- 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
John Ellis	Engineer	Development Services	854-9805

CC:

Stacey Scheffel	Program Manager	TNR Permits	854-7565

SM:AB:ps
1101 - Development Services - Rivercliff

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owner requests the vacation of two 25 foot wide drainage easements located along the common lot line of Lot 1 of the Rivercliff Section Two, Phase A subdivision as recorded at Document #200100065 and Lot 19 of the Re-plat of Lots 15-19 of the Rivercliff subdivision as recorded at Document #200200241 all being of the Real Property Records of Travis County, Texas;

WHEREAS, an independent Professional Engineer has submitted a letter recommending the vacation of the subject easement;

WHEREAS, the property owner has agreed to re-dedicate a 25 foot wide replacement drainage easement;

WHEREAS, a Travis County Engineer has stated that there is no objection to the vacation of the drainage easement as described in the attached field notes and sketch;

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the subject drainage easement as described in the attached field notes and sketch;

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on March 20, 2012 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that two 25 foot wide drainage easements located along the common lot line of Lot 1 of the Rivercliff Section Two, Phase A subdivision and Lot 19 of the Re-plat of Lots 15-19 of the Rivercliff 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

EXHIBIT "A-1"

FIELD NOTES TO ACCOMPANY MAP OF SURVEY
25 FOOT WIDE DRAINAGE EASEMENT
LOT 19 – REPLAT LOTS 15-19 RIVERCLIFF SUBDIVISION
TRAVIS COUNTY, TEXAS

FIELD NOTE DESCRIPTION OF 0.30 ACRE OF LAND, BEING THAT CERTAIN 25 FOOT WIDE DRAINAGE EASEMENT OUT OF LOT 19, REPLAT OF LOTS 15-19 RIVERCLIFF SUBDIVISION, A SUBDIVISION OF RECORD IN DOCUMENT NUMBER 200200241 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. THE SAID 0.30 ACRE OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½ inch diameter steel pin found on the northwest line of Rivercliff Drive at the southerly most or southwest corner of the said Lot 19;

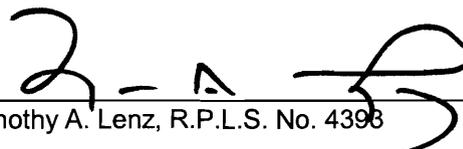
THENCE, N 29°47'38" W, a distance of 758.08 feet along the common line between the said Lot 19 and Lot 1, Rivercliff Section Two Phase A, a subdivision of record in Document Number 200100065 of the Official Public Records of Travis County, Texas, to a point for the southwest corner of the said 25 foot wide drainage easement and **PLACE OF BEGINNING** of the herein described tract;

THENCE, N 29°47'38" W, a distance of 513.46 feet, continuing along the said common line, to a point at the northwest corner of the said 25 foot wide drainage easement;

THENCE, traversing the interior of the said Lot 19, the following three (3) courses and distances:

- 1) N 48°18'27" E, 25.55 feet to a point at the northeast corner of the said 25 foot wide drainage easement;
- 2) S 29°47'38" E, 518.73 feet to a point at the southeast corner of the said 25 foot wide drainage easement;
- 3) S 60°12'22" W, a distance of 25.00 feet to the **PLACE OF BEGINNING**, containing 0.30 acre of land, more or less.

BEARING BASIS – ½ inch diameter steel pin found at the southerly most corner of Lot 3 of said Rivercliff Section Two, Phase A subdivision to ½ inch diameter steel pin found at angle point on common line between Lots 3 and 4 of said subdivision (N 57°41'32" W) per plat.

 9-10-2010
Timothy A. Lenz, R.P.L.S. No. 4393

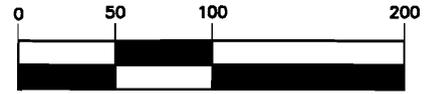
Lenz & Associates, Inc.,
4303 Russell Drive
Austin, Texas 78704
(512) 443-1174



EXHIBIT A-1 MAP TO ACCOMPANY FIELD NOTES



GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

CONSERVATION EASEMENT, DRAINAGE
EASEMENT, AND 100 YEAR FLOOD
PLAIN (716' CONTOUR) PER
DOCUMENT No. 200100065

DRAINAGE EASEMENT AND 100 YEAR
FLOOD PLAIN (716' CONTOUR)
PER DOC. 200200241

LOT 1

LOT 19

REPLAT OF LOTS
15-19 RIVERCLIFF SUBDIVISION
DOC. No. 200200241

RIVERCLIFF SECTION TWO PHASE A
DOC. No. 200100065

LOT 2

P.O.B.

LOT 18

LEGEND

- 1/2" STEEL PIN FOUND (UNLESS NOTED)
- CSF COTTON SPINDLE FOUND
- 1/2" STEEL PIN SET W/CAP MARKED 'LENZ & ASSOC.'
- △ CALCULATED POINT
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- (BRG.~DIST.) RECORD CALL
- AREA TO BE RELEASED

LINE TABLE		
LINE	BEARING	DISTANCE
L-1	N48°18'27"E	25.55
L-2	S60°12'22"W	25.00

PREPARED BY:
LENZ & ASSOCIATES, INC.
4303 RUSSELL DRIVE
AUSTIN, TEXAS 78704
(512) 443-1174



Timothy A. Lenz
9-10-2010

EXHIBIT "A-2"

FIELD NOTES TO ACCOMPANY MAP OF SURVEY
25 FOOT WIDE DRAINAGE EASEMENT
LOT 1 – RIVERCLIFF SECTION TWO, PHASE A
TRAVIS COUNTY, TEXAS

FIELD NOTE DESCRIPTION OF 0.29 ACRE OF LAND, BEING THAT CERTAIN 25 FOOT WIDE DRAINAGE EASEMENT OUT OF LOT 1, RIVERCLIFF SECTION TWO PHASE A, A SUBDIVISION OF RECORD IN DOCUMENT NUMBER 200100065 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. THE SAID 0.29 ACRE OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½ inch diameter steel pin found on the northwest line of Rivercliff Drive at the easterly most or southeast corner of the said Lot 1;

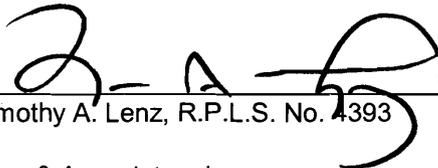
THENCE, N 29°47'38" W, a distance of 758.08 feet along the common line between the said Lot 1 and Lot 19, Replat of Lots 15-19, Rivercliff Subdivision, a subdivision of record in Document Number 200200241 of the Official Public Records of Travis County, Texas, to a point for the southeast corner of the said 25 foot wide drainage easement and **PLACE OF BEGINNING** of the herein described tract;

THENCE, traversing the interior of the said Lot 19, the following three (3) courses and distances:

- 1) S 60°12'22" W, 25.00 feet to a point at the southwest corner of the said 25 foot wide drainage easement;
- 2) N 29°47'38" W, 503.44 feet to a point at the northwest corner of the said 25 foot wide drainage easement;
- 3) N 29°15'41" E, a distance of 29.15 feet to a point at the northeast corner of the said 25 foot wide drainage easement;

THENCE, S 29°47'38" E, a distance of 518.42 feet along the said common line between Lot 1 and Lot 19 to the **PLACE OF BEGINNING**, containing 0.29 acre of land, more or less.

BEARING BASIS – ½ inch diameter steel pin found at the southerly most corner of Lot 3 of said Rivercliff Section Two, Phase A subdivision to ½ inch diameter steel pin found at angle point on common line between Lots 3 and 4 of said subdivision (N 57°41'32" W) per plat.

 9-10-2010
Timothy A. Lenz, R.P.L.S. No. 4393

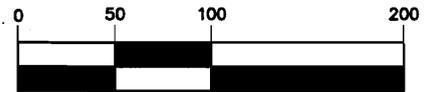
Lenz & Associates, Inc.,
4303 Russell Drive
Austin, Texas 78704
(512) 443-1174



EXHIBIT A-2 MAP TO ACCOMPANY FIELD NOTES



GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

CONSERVATION EASEMENT, DRAINAGE
EASEMENT, AND 100 YEAR FLOOD
PLAIN (716' CONTOUR) PER
DOCUMENT No. 200100065

DRAINAGE EASEMENT AND 100 YEAR
FLOOD PLAIN (716' CONTOUR)
PER DOC. 200200241

LOT 1

LOT 19

REPLAT OF LOTS 15-19 RIVERCLIFF SUBDIVISION
DOC. No. 200200241

RIVERCLIFF SECTION TWO PHASE A
DOC. No. 200100065

LOT 18

LOT 2

LOT 3

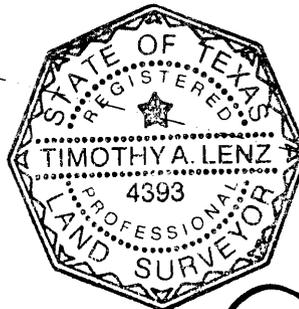
LOT 17

LEGEND

- 1/2" STEEL PIN FOUND (UNLESS NOTED)
- CSF  COTTON SPINDLE FOUND
- 1/2" STEEL PIN SET W/CAP MARKED 'LENZ & ASSOC.'
- △ CALCULATED POINT
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- (BRG.~DIST.) RECORD CALL
-  AREA TO BE RELEASED

LINE TABLE		
LINE	BEARING	DISTANCE
L-1	S60°12'22"W	25.00
L-2	N29°15'41"E	29.15

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LENZ & ASSOCIATES, INC.
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AUSTIN, TEXAS 78704
(512) 443-1174



Timothy A. Lenz
9.10.2010

P.O.C. RIVERCLIFF DRIVE
PAGE 1 OF 1
2010-0124B

Granite
Development
Services

March 16, 2011

Mr. Michael Hettenhausen
Travis County - Transportation & Natural Resources
411 W. 13th Street, 11th Floor
Austin, Tx 78701

RE: Engineer's Summary Letter
Lytal- Rivercliff Subdivision Plat Amendment
Spicewood, Texas 78669

Dear Mr. Hettenhausen:

Granite Development Services is submitting an engineer's summary letter to support the plat amendment of Lot 1 Rivercliff Section Two Phase A and Lot 19 Replat of Lots 15-19 Rivercliff Subdivision. Based on the existing plat, there is a 25-foot drainage easement on each side of the lot line between Lot 1 Rivercliff Section Two Phase A and Lot 19 Replat of Lots 15-19 Rivercliff Subdivision. We are proposing to amend these plats to combine these lots into one lot and relocate the drainage easement and decrease the size to a 15-foot drainage easement along the new southern lot line of proposed Lot 1A, a 15.39 acre lot. The original 25-foot drainage easements appear to have been established as a means to not cut off drainage from Rivercliff Drive (a private road) to the floodplain of the Pedernales River. In placement of the new 15-foot easement, we will still be providing conveyance access to the floodplain.

As you can see on the provided topographic map, Rivercliff Drive is developed along the high point of the topography and all current runoff flows across the existing lots in a sheet flow condition. Therefore, the drainage easement provided still provides access to the 100-year floodplain without a developed means of conveyance of storm water runoff. We anticipate that no future improvements to the drainage infrastructure will be necessary and the development of the new Lot 1A will not pose any undo conveyance issues in the future.

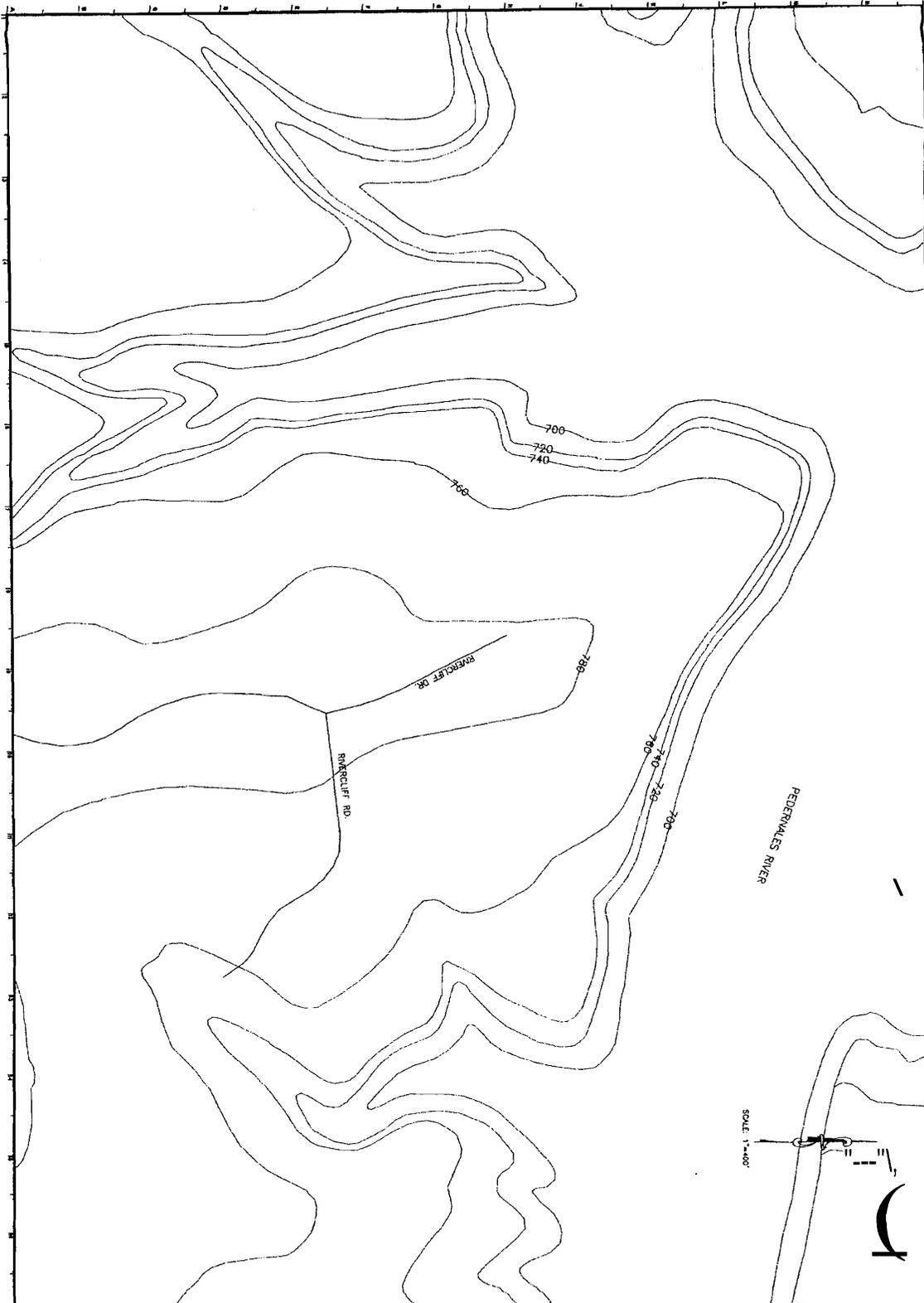
We look forward to your favorable review of this revision. If you have any questions, please do not hesitate to contact my office at 512-567-8766.

Sincerely,



Keith E. Parkan, PE





DATE	DATE	DESCRIPTION	DATE	TITLE	CREATED BY		GRANITE D EVELOPMENT S ERVICES <small>REG. ENG. 12042 - STATE OF TEXAS</small> <small>WWW.GRANITEDEVELOPMENTSERVICES.COM</small>	SKYLINE CUSTOM HOMES 3516 S. PICEWOOD ROAD SPICEWOOD, TX 78109 512-785-0274
	DATE	DESCRIPTION	DATE	TITLE	CREATED BY			
				EXISTING TOPO MAP				
				LYTAL PARCEL				

CODE: 1105 RECEIVED

JAN 12 2012

TNR

January 10, 2012

Mr. John Ellis, Travis County Engineer
Transportation & Natural Resources
411 W. 13th Street
Austin, Texas 78767

**RE: Revised Plat of Lot 1 Rivercliff Sec. Two Ph. A and
Lot 19 Replat of Lots 15-19 Rivercliff Subd.**

Dear Mr. Ellis,

Rivercliff Subdivision is a privately maintained gated subdivision, which is subject to (i) all restrictions, covenants, easements and notes as recorded from the original subdivision plat / documents associated with the subdivision and (ii) any subsequent resubdividing and/or replatting of any parcel within the original subdivision boundaries. All of these plats and documents affect every single property owner within its boundaries.

Rivercliff is aware of the Lytal's request to combine Lot 1 and 19 and in a letter dated August 21, 2010 (letter attached), the officers of Rivercliff indicated their approval of the combination.

The Rivercliff officers are also aware of the Lytal's request to abandon the current drainage easement that straddles the lot line between Lots 1 and 19 and move the easement to the lot line between Lot 2 and the proposed Lot 1A (the "Proposed Drainage Easement"). The officers have reviewed the attached report from Keith E. Parkan PE related to the topography and water drainage on the Lytal's property. To the extent the Rivercliff Homeowners Association (Rivercliff HOA) determines facilities are required on the Proposed Drainage Easement for Rivercliff subdivision drainage, the officers have determined this new easement location would be sufficient. The Rivercliff HOA, at its expense, would be responsible for the design and construction of such facilities.

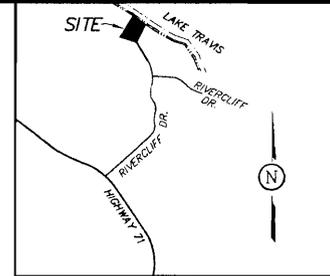
We look forward to your timely and favorable consideration to the approval of this platting procedure. If you have any questions, please do not hesitate to contact my office.

Sincerely,

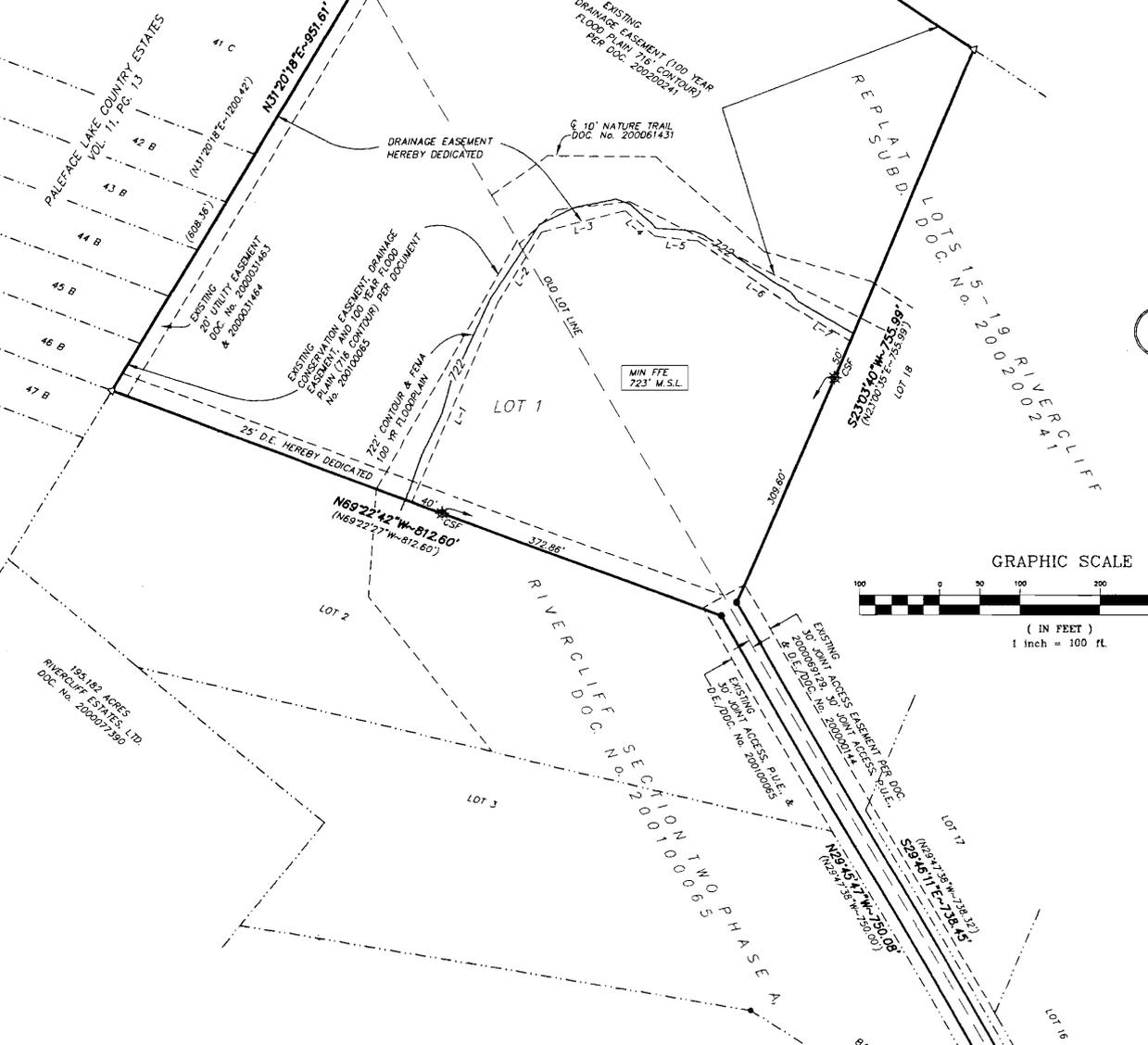
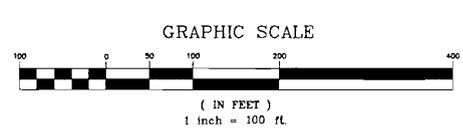
 1/10/12
Mr. Shayne Berry, President, Rivercliff HOA

REVISED PLAT OF LOT 1
RIVERCLIFF SECTION TWO PHASE A
AND
LOT 19 REPLAT OF LOTS 15-19
RIVERCLIFF SUBDIVISION

LOT 1A
15.39 AC.



LOCATION MAP - NTS



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°25'14"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
 - COTTON SPINDLE FOUND (UNLESS NOTED)
 - CSF * 1/2" STEEL PIN SET W/CAP MARKED LENZ & ASSOC.
 - PIPE FOUND
 - NAIL FOUND
 - ▲ CALCULATED POINT
 - P.U.E. PUBLIC UTILITY EASEMENT
 - D.E. DRAINAGE EASEMENT
 - B.L. BUILDING LINE
 - (BRG-ORIS) RECORD CALL
 - M.S.L. MEAN SEA LEVEL
 - MIN FFE 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	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

LENZ & ASSOCIATES, INC.
 (512) 443-1174
 4303 RUSSELL DRIVE
 AUSTIN, TEXAS 78704
 SURVEY # 2010-0124A F.B.

S:\Land Projects 3\Rivercliff Sec 2 Ph A\dwg\Amended Plat_2010-0124A.DWG, 5/25/2011 4:05:47 PM, Tim

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 200100065, 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 2010061947 AND 2010061948 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 2000069125, 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
REGISTERED PROFESSIONAL LAND SURVEYOR No. 4383
LENZ & ASSOCIATES, INC.
4303 RUSSELL DRIVE
AUSTIN, TEXAS 78704



STATE OF TEXAS)
COUNTY OF TRAVIS)

I, DANA DEBEAUVOIR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT 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 COURT OF SAID COUNTY, THE _____ DAY OF _____, 20__ A.D.

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

DEPUTY

STATE OF TEXAS)
COUNTY OF TRAVIS)

I, DANA DEBEAUVOIR, 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 DEBEAUVOIR, 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 ERECT 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 (b) OF THE LOCAL GOVERNMENT CODE PROHIBITS TEXAS COUNTIES, UNLESS OTHERWISE AUTHORIZED BY STATE LAW, FROM REGULATING THE USE OF ANY BUILDING OR PROHIBITING THE CONSTRUCTION, INSTALLATION, 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) #481026-01004, 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: 723 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 HOMEOWNER'S ASSOCIATION, SEE DOCUMENT NO. 2000069125, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, IF THE HOMEOWNER'S ASSOCIATION FAILS TO PERFORM THE MAINTENANCE RESPONSIBILITIES, THE MAINTENANCE FALLS TO THE LOT OWNER'S 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. 2001034923, 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.R.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. 2001034924, 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 3.
- 11) THERE IS A 15 FOOT PUBLIC UTILITY EASEMENT ALONG THE FRONT OF ALL LOTS FRONTING ON RIVERCLIFF DRIVE AND PAJARO 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. - 790.56'
- 13) BENCH MARK No. 2 - TOP OF IRON ROD SET AT P.C. SOUTH SIDE OF PAJARO RD. +1278' FROM INTERSECTION OF PAJARO 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 5 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 HOMEOWNER'S ASSOCIATION, SEE DOCUMENT NO. 2000069125, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, IF THE HOMEOWNER'S ASSOCIATION FAILS TO PERFORM THE MAINTENANCE RESPONSIBILITIES, THE MAINTENANCE FALLS TO THE LOT OWNER'S 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.R.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 16, 17, 18 AND 19 IS RESTRICTED TO A SINGLE DRIVEWAY WITHIN THE JOINT ACCESS EASEMENT AS SHOWN HEREON. SEE DOCUMENT NO. 2000069129, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
- 11) THERE IS A 15 FOOT PUBLIC UTILITY EASEMENT ALONG THE FRONT OF LOTS 15 ON NORTH SIDE RIVERCLIFF DRIVE
- 12) BENCH MARK - COTTON SPINDLE IN 12" OAK TREE AT S.E. CORNER OF LOT 15 ON NORTH SIDE RIVERCLIFF DRIVE ELEV.: 787.92'
- 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

SHEET 2 OF 2

SURVEY #: 2010-0124A F.B.



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 Vacation of two 25' wide drainage easements sign was posted on February 24, 2012, along Rivercliff Drive in front of Lot 19 of the Re-plat of Lots 15-19 of Rivercliff and Lot 1 of Rivercliff Section Two, Phase A (two adjacent lots) at a point as near as practical to the area being vacated, and was also posted at the Travis County Courthouse.

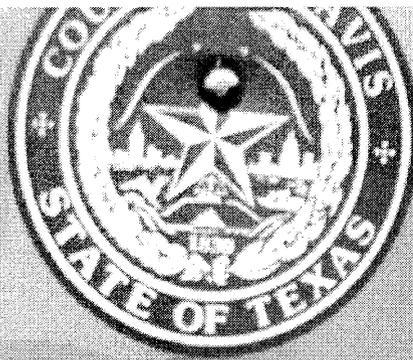
CERTIFIED THIS THE 27th DAY OF February, 2012.

SIGNATURE: David Greear

NAME (PRINT): David Greear

TITLE: Traffic Program Manager





NOTICE OF PUBLIC HEARING

**MARCH 20, 2012, AT 9:00 AM
DRAINAGE EASEMENT VACATION**

**TO APPROVE THE VACATION OF TWO 25
FOOT WIDE DRAINAGE EASEMENTS
LOCATED ALONG THE COMMON LOT LINE
OF LOT 19 OF THE RE-PLAT OF LOTS 15-19
OF RIVERCLIFF AND LOT 1 OF RIVERCLIFF
SECTION TWO, PHASE A - TWO
SUBDIVISIONS IN PRECINCT THREE**

**AT THE TRAVIS COUNTY
COMMISSIONERS COURTROOM
314 WEST 11th STREET
(FIRST FLOOR), AUSTIN
FOR MORE INFORMATION CALL 854-9383**

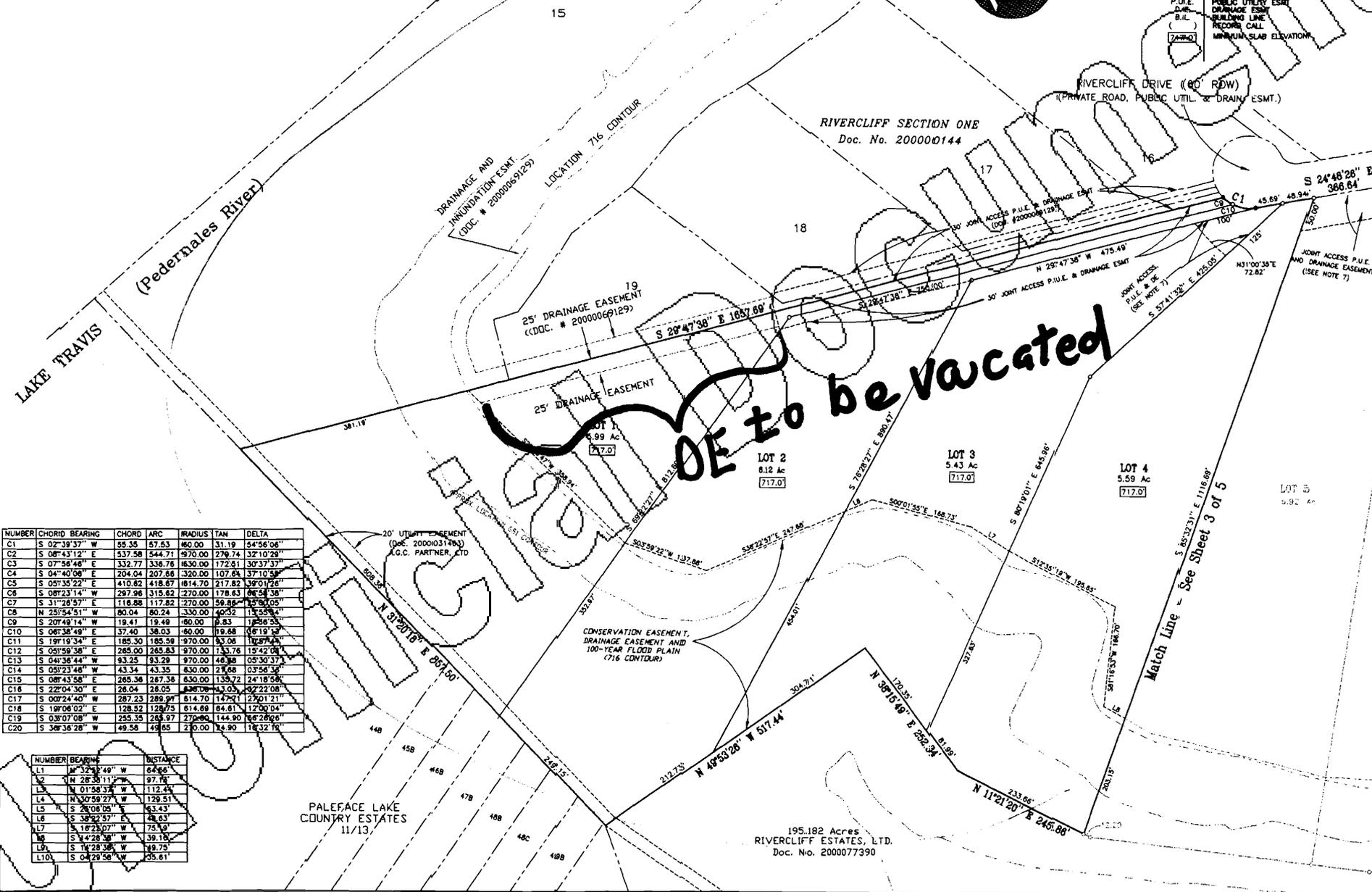
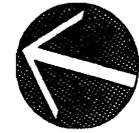
20000065

RIVERCLIFF SECTION TWO, PHASE A

SCALE: 1" = 180'

LEGEND

- CONCRETE MONUMENT FOUND
- IRON ROD FOUND
- IRON ROD SET
- PIPE FOUND
- NAIL FOUND
- PUBLIC UTILITY ESMT
- DRAINAGE ESMT
- BUILDING LINE
- RECORD CALL
- MINIMUM SLAB ELEVATION



NUMBER	CHORD BEARING	CHORD	ARC	RADIUS	TAN	DELTA
C1	S 02°19'37" W	55.35	57.53	460.00	31.19	54°56'06"
C2	S 08°43'12" E	337.58	544.71	970.00	279.74	32°10'28"
C3	S 07°58'48" E	332.77	336.76	1630.00	172.51	30°37'37"
C4	S 04°40'08" E	204.04	207.66	320.00	107.64	37°10'58"
C5	S 05°35'22" E	410.82	418.87	1014.70	217.82	39°01'28"
C6	S 08°23'14" W	297.98	315.82	270.00	178.83	06°54'38"
C7	S 31°28'57" E	118.88	117.82	270.00	58.85	35°50'05"
C8	N 25°54'51" W	80.04	80.24	330.00	49.32	11°25'41"
C9	S 20°49'14" W	19.41	19.49	60.00	8.83	18°56'55"
C10	S 08°38'49" E	37.40	38.03	60.00	18.68	08°19'18"
C11	S 19°19'34" E	185.30	185.59	970.00	93.08	10°27'42"
C12	S 05°59'38" E	265.00	265.83	970.00	133.78	15°42'04"
C13	S 04°38'44" W	93.25	93.29	970.00	48.38	05°30'37"
C14	S 05°23'48" W	43.34	43.35	630.00	23.68	03°56'38"
C15	S 08°43'58" E	265.38	267.38	630.00	139.72	24°18'58"
C16	S 22°04'30" E	28.04	28.05	630.00	13.03	02°22'08"
C17	S 00°24'40" W	287.23	289.91	614.70	147.91	2°50'12"
C18	S 19°08'02" E	128.52	128.75	614.69	64.61	12°00'04"
C19	S 03°07'08" W	255.35	258.97	270.00	144.90	08°28'06"
C20	S 34°38'28" W	49.58	49.65	210.00	14.90	11°32'16"

NUMBER	BEARING	DISTANCE
L1	N 32°42'49" W	64.86
L2	N 28°35'11" W	97.76
L3	N 01°58'37" W	112.44
L4	N 30°58'27" W	129.51
L5	S 28°03'05" E	43.43
L6	S 34°22'57" E	48.63
L7	S 18°23'07" W	75.10
L8	S 14°28'38" W	39.18
L9	S 14°28'38" W	49.75
L10	S 04°29'58" W	35.61

PALEFACE LAKE COUNTRY ESTATES 11/13

195.182 Acres
RIVERCLIFF ESTATES, LTD.
Doc. No. 2000077390

200200 241

9/13/02 156.00

REPLAT OF LOTS 15-19 RIVERCLIFF SUBDIVISION

SCALE: 1" = 100'



LEGEND

- CONCRETE MONUMENT FOUND
- IRON ROD FOUND
- IRON ROD SET
- PIPE FOUND
- MAID FOUND
- PUBLIC UTILITY ESMT
- DRAINAGE ESMT
- BURNING LINE
- RECORD WALL
- MINIMUM S.O.B. ELEVATION

LAKE TRAVIS (Pedernales River)

20' UTILITY EASEMENT
(Doc. 2000031463)
A.G.C. PARTNER, LTD

DRAINAGE EASEMENT
AND 100-YEAR FLOOD PLAIN
(716 CONTOUR)

19
9.39 Ac.
77.0'

18
4.83 Ac.
61.0'

17
5.53 Ac.
77.0'

15
0.79 Ac.
77.0'

16
5.11 Ac.
77.0'

RIVERCLIFF SECTION ONE
Doc. No. 200004544

DO NOT BE VACATED

LINE TABLE

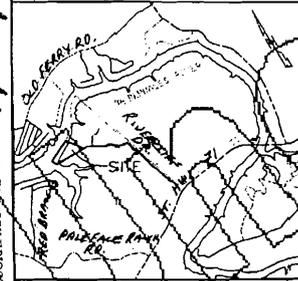
LINE	DIRECTION	DISTANCE
L10	N24°48'26"W	35.18'
L11	S56°24'42"E	30.01'

CURVE TABLE

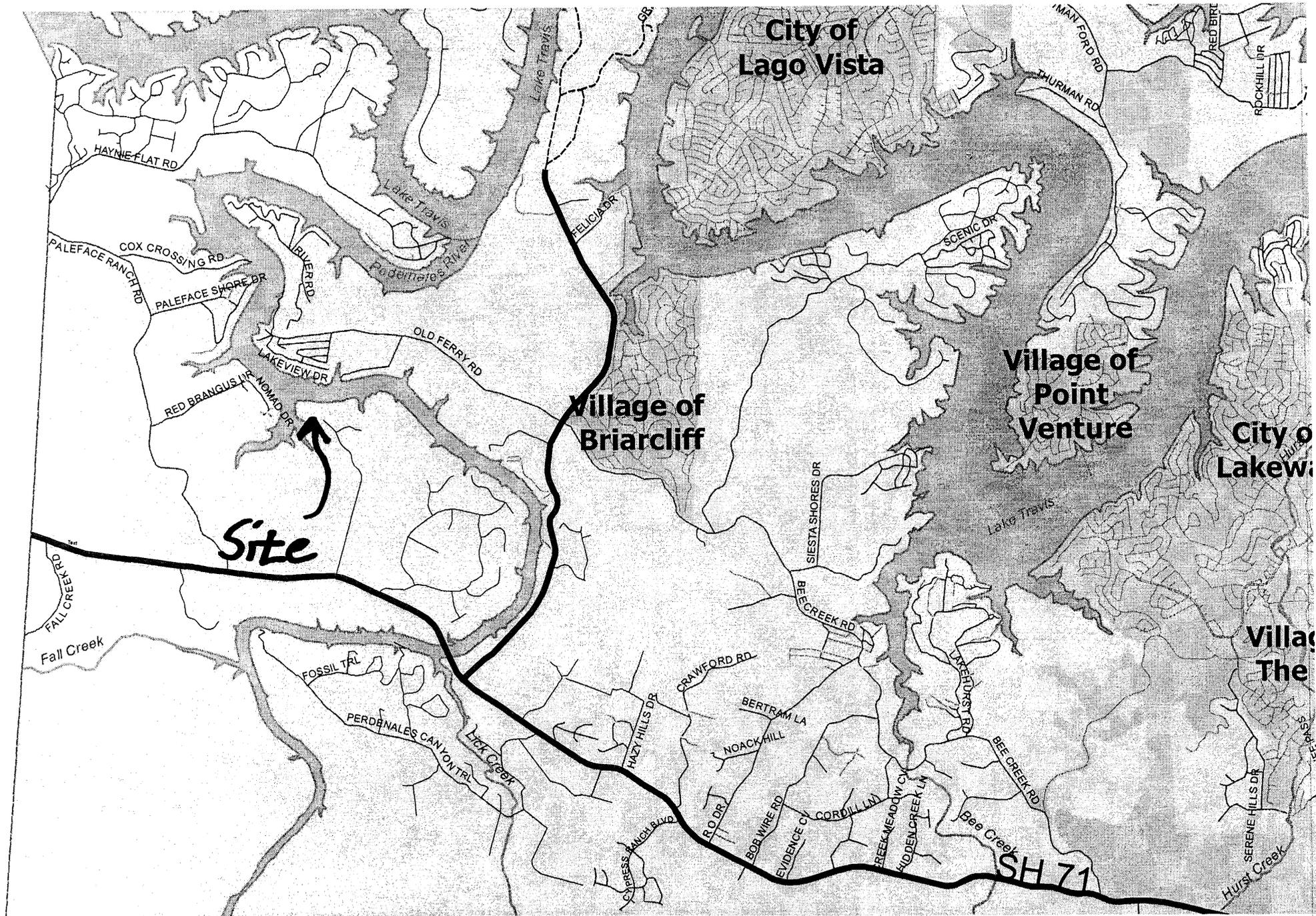
CURVE	DELTA	RADIUS	CHORD BEARING	CHORD	ARC
C1	72°53'43"	25.00	N11°38'26"E	29.70	131.81'
C2	46°08'18"	60.00	N25°01'09"E	47.02	48.32'
C3	121°48'42"	60.00	N58°57'21"W	104.86	127.56'
C4	09°35'42"	60.00	S55°20'27"W	10.04	10.05'
C5	09°52'49"	60.00	S45°38'11"W	10.33	10.35'
C6	10°32'07"	60.00	S35°23'43"W	11.02	11.03'

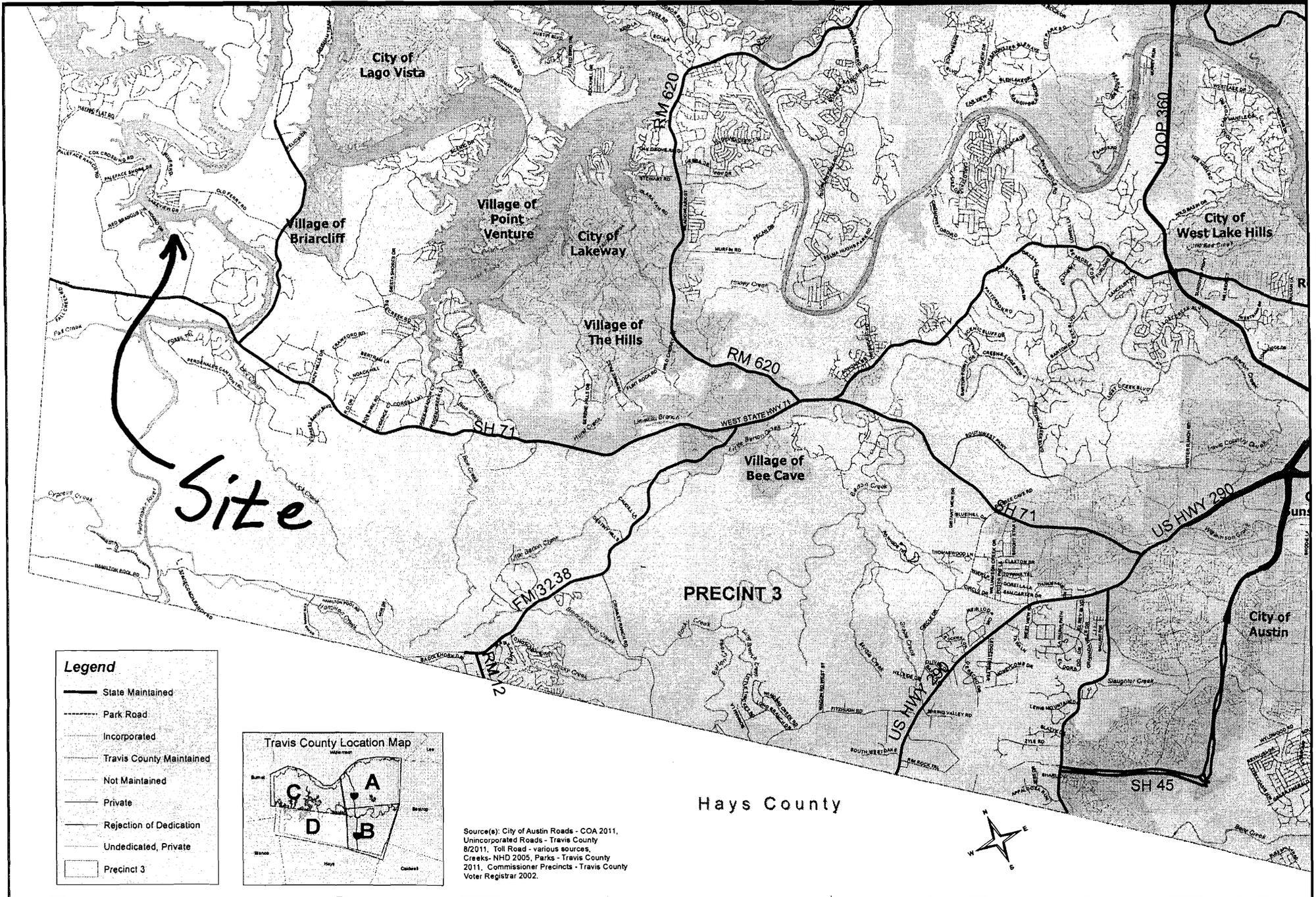
LINE TABLE FOR NATURE TRAIL

LINE	DIRECTION	DISTANCE
L1	N 55°18'60" E	86.86'
L2	S 89°20'58" E	134.12'
L3	S 48°51'41" E	179.49'
L4	S 74°10'50" E	137.79'
L5	S 57°00'37" E	78.75'
L6	S 47°36'24" E	205.23'
L7	S 79°2'51" E	98.49'
L8	S 51°05'43" E	247.07'
L9	S 65°46'55" E	143.35'



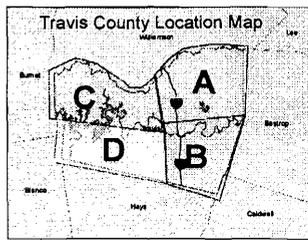
VICINITY MAP Scale: 1" = 5000'





Legend

- State Maintained
- - - Park Road
- Incorporated
- Travis County Maintained
- Not Maintained
- Private
- Rejection of Dedication
- Undedicated, Private
- Precinct 3

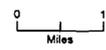


Sources: City of Austin Roads - COA 2011, Unincorporated Roads - Travis County 8/2011, Toll Road - various sources, Creeks - NHD 2005, Parks - Travis County 2011, Commissioner Precincts - Travis County Voter Registrar 2002.



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 20, 2012

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

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

A handwritten signature in black ink, appearing to read "Steven M. Manilla".

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

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action on a request to authorize the filing of an instrument to vacate two 25 foot wide drainage easements located along the common lot line of Lot 1 of the Rivercliff, Section Two, Phase A subdivision and Lot 19 of the Re-plat of Lots 15-19 Rivercliff subdivision – Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

TNR staff has received a request to vacate two 25 foot drainage easements located along the common lot line of Lot 1 of the Rivercliff Section Two, Phase A subdivision and Lot 19 of the Re-plat of Lots 15-19 Rivercliff subdivision. The easements are dedicated per their respective plat and are schematically shown. The subject lots front on Rivercliff Drive, a private street not maintained by Travis County.

Professional Engineer Keith E. Parkan has stated that:

"We are proposing to amend these plats to combine these lots into one lot and relocate the drainage easement and decrease the size to a 15-foot drainage easement (has since been increased to 25 feet at the request of County staff) along the southern lot line of proposed Lot 1A, a 15.39 acre lot. The original 25-foot drainage easements appear to have been established as a means to not cut off drainage from Rivercliff Drive (a private road) to the floodplain of the Pedernales River. In placement of the new 15-foot easement (now 25-foot), we will still be providing access to the floodplain.

As you can see on the provided topographic map, Rivercliff Drive is developed along the high point of the topography and all current runoff flows across the existing lots in a sheet flow condition. Therefore, the drainage easement provided still provides access to the 100-year floodplain without a developed means of infrastructure will be necessary and the development of the new Lot 1A will not pose any undo conveyance issues in the future."

After review of the submitted request and recommendation, Travis County Engineer John Ellis has stated he has no objections to this vacation request. Staff foresees no opposition to this request.

STAFF RECOMMENDATIONS:

As of this memo staff has not received any inquiries in regards to this vacation request. The request has been reviewed by TNR staff and staff finds the vacation requests meets all Travis County standards. As such, TNR staff recommends the vacation.

ISSUES AND OPPORTUNITIES:

The purpose of this request is so that these two easements will not be traversing down the middle of the the proposed amended lot. Vacating the subject easements and re-dedicating it along the south lot line of the proposed amended lot will allow the property owners to potentially use the area where the easements currently are as a homesite.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A.

ATTACHMENTS/EXHIBITS:

- Order of Vacation
- Field Notes and Sketch
- Request/Engineer's Letter
- HOA Letter
- Copy of Proposed Amended Plat
- 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
John Ellis	Engineer	Development Services	854-9805

CC:

Stacey Scheffel	Program Manager	TNR Permits	854-7565

SM:AB:ps
1101 - Development Services - Rivercliff

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owner requests the vacation of two 25 foot wide drainage easements located along the common lot line of Lot 1 of the Rivercliff Section Two, Phase A subdivision as recorded at Document #200100065 and Lot 19 of the Re-plat of Lots 15-19 of the Rivercliff subdivision as recorded at Document #200200241 all being of the Real Property Records of Travis County, Texas;

WHEREAS, an independent Professional Engineer has submitted a letter recommending the vacation of the subject easement;

WHEREAS, the property owner has agreed to re-dedicate a 25 foot wide replacement drainage easement;

WHEREAS, a Travis County Engineer has stated that there is no objection to the vacation of the drainage easement as described in the attached field notes and sketch;

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the subject drainage easement as described in the attached field notes and sketch;

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on March 20, 2012 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that two 25 foot wide drainage easements located along the common lot line of Lot 1 of the Rivercliff Section Two, Phase A subdivision and Lot 19 of the Re-plat of Lots 15-19 of the Rivercliff 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

EXHIBIT "A-1"

FIELD NOTES TO ACCOMPANY MAP OF SURVEY
25 FOOT WIDE DRAINAGE EASEMENT
LOT 19 – REPLAT LOTS 15-19 RIVERCLIFF SUBDIVISION
TRAVIS COUNTY, TEXAS

FIELD NOTE DESCRIPTION OF 0.30 ACRE OF LAND, BEING THAT CERTAIN 25 FOOT WIDE DRAINAGE EASEMENT OUT OF LOT 19, REPLAT OF LOTS 15-19 RIVERCLIFF SUBDIVISION, A SUBDIVISION OF RECORD IN DOCUMENT NUMBER 200200241 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. THE SAID 0.30 ACRE OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½ inch diameter steel pin found on the northwest line of Rivercliff Drive at the southerly most or southwest corner of the said Lot 19;

THENCE, N 29°47'38" W, a distance of 758.08 feet along the common line between the said Lot 19 and Lot 1, Rivercliff Section Two Phase A, a subdivision of record in Document Number 200100065 of the Official Public Records of Travis County, Texas, to a point for the southwest corner of the said 25 foot wide drainage easement and **PLACE OF BEGINNING** of the herein described tract;

THENCE, N 29°47'38" W, a distance of 513.46 feet, continuing along the said common line, to a point at the northwest corner of the said 25 foot wide drainage easement;

THENCE, traversing the interior of the said Lot 19, the following three (3) courses and distances:

- 1) N 48°18'27" E, 25.55 feet to a point at the northeast corner of the said 25 foot wide drainage easement;
- 2) S 29°47'38" E, 518.73 feet to a point at the southeast corner of the said 25 foot wide drainage easement;
- 3) S 60°12'22" W, a distance of 25.00 feet to the **PLACE OF BEGINNING**, containing 0.30 acre of land, more or less.

BEARING BASIS – ½ inch diameter steel pin found at the southerly most corner of Lot 3 of said Rivercliff Section Two, Phase A subdivision to ½ inch diameter steel pin found at angle point on common line between Lots 3 and 4 of said subdivision (N 57°41'32" W) per plat.


Timothy A. Lenz, R.P.L.S. No. 4398 9-10-2010

Lenz & Associates, Inc.,
4303 Russell Drive
Austin, Texas 78704
(512) 443-1174



EXHIBIT A-1 MAP TO ACCOMPANY FIELD NOTES



GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

CONSERVATION EASEMENT, DRAINAGE
EASEMENT, AND 100 YEAR FLOOD
PLAIN (716' CONTOUR) PER
DOCUMENT No. 200100065

DRAINAGE EASEMENT AND 100 YEAR
FLOOD PLAIN (716' CONTOUR)
PER DOC. 200200241

LOT 1

LOT 19

REPLAT OF LOTS
15-19 RIVERCLIFF
SUBDIVISION
DOC. No. 200200241

RIVERCLIFF SECTION TWO PHASE A
DOC. No. 200100065

LOT 2

P.O.B.

LOT 18

LEGEND

- 1/2" STEEL PIN FOUND (UNLESS NOTED)
- CSF * COTTON SPINDLE FOUND
- 1/2" STEEL PIN SET W/CAP MARKED 'LENZ & ASSOC.'
- △ CALCULATED POINT
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- (BRG.~DIST.) RECORD CALL
- ▨ AREA TO BE RELEASED

LINE TABLE

LINE	BEARING	DISTANCE
L-1	N48°18'27"E	25.55
L-2	S60°12'22"W	25.00



LOT 3

LOT 17

P.O.C. RIVERCLIFF DRIVE

PREPARED BY:
LENZ & ASSOCIATES, INC.
4303 RUSSELL DRIVE
AUSTIN, TEXAS 78704
(512) 443-1174

Timothy A. Lenz
9-10-2010

EXHIBIT "A-2"

FIELD NOTES TO ACCOMPANY MAP OF SURVEY
25 FOOT WIDE DRAINAGE EASEMENT
LOT 1 – RIVERCLIFF SECTION TWO, PHASE A
TRAVIS COUNTY, TEXAS

FIELD NOTE DESCRIPTION OF 0.29 ACRE OF LAND, BEING THAT CERTAIN 25 FOOT WIDE DRAINAGE EASEMENT OUT OF LOT 1, RIVERCLIFF SECTION TWO PHASE A, A SUBDIVISION OF RECORD IN DOCUMENT NUMBER 200100065 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. THE SAID 0.29 ACRE OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½ inch diameter steel pin found on the northwest line of Rivercliff Drive at the easterly most or southeast corner of the said Lot 1;

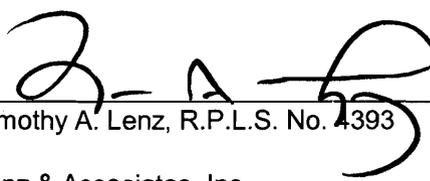
THENCE, N 29°47'38" W, a distance of 758.08 feet along the common line between the said Lot 1 and Lot 19, Replat of Lots 15-19, Rivercliff Subdivision, a subdivision of record in Document Number 200200241 of the Official Public Records of Travis County, Texas, to a point for the southeast corner of the said 25 foot wide drainage easement and **PLACE OF BEGINNING** of the herein described tract;

THENCE, traversing the interior of the said Lot 19, the following three (3) courses and distances:

- 1) S 60°12'22" W, 25.00 feet to a point at the southwest corner of the said 25 foot wide drainage easement;
- 2) N 29°47'38" W, 503.44 feet to a point at the northwest corner of the said 25 foot wide drainage easement;
- 3) N 29°15'41" E, a distance of 29.15 feet to a point at the northeast corner of the said 25 foot wide drainage easement;

THENCE, S 29°47'38" E, a distance of 518.42 feet along the said common line between Lot 1 and Lot 19 to the **PLACE OF BEGINNING**, containing 0.29 acre of land, more or less.

BEARING BASIS – ½ inch diameter steel pin found at the southerly most corner of Lot 3 of said Rivercliff Section Two, Phase A subdivision to ½ inch diameter steel pin found at angle point on common line between Lots 3 and 4 of said subdivision (N 57°41'32" W) per plat.

 9-10-2010
Timothy A. Lenz, R.P.L.S. No. 4393

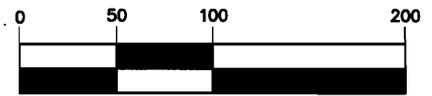
Lenz & Associates, Inc.,
4303 Russell Drive
Austin, Texas 78704
(512) 443-1174



EXHIBIT A-2 MAP TO ACCOMPANY FIELD NOTES



GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

CONSERVATION EASEMENT, DRAINAGE
EASEMENT, AND 100 YEAR FLOOD
PLAIN (716' CONTOUR) PER
DOCUMENT No. 200100065

DRAINAGE EASEMENT AND 100 YEAR
FLOOD PLAN (716' CONTOUR)
PER DOC. 200200241

LOT 1

LOT 19

REPLAT OF LOTS 15-19 RIVERCLIFF
SUBDIVISION
DOC. No. 200200241

RIVERCLIFF
DOC. No. 200100065
SECTION TWO PHASE A

LOT 2
LOT 3

LOT 18

LOT 17

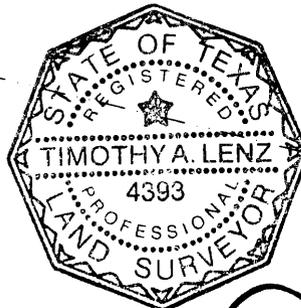
LEGEND

- 1/2" STEEL PIN FOUND (UNLESS NOTED)
- CSF * COTTON SPINDLE FOUND
- 1/2" STEEL PIN SET W/CAP MARKED 'LENZ & ASSOC.'
- △ CALCULATED POINT
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- (BRG.~DIST.) RECORD CALL
- ▨ AREA TO BE RELEASED

LINE TABLE

LINE	BEARING	DISTANCE
L-1	S60°12'22"W	25.00
L-2	N29°15'41"E	29.15

PREPARED BY:
LENZ & ASSOCIATES, INC.
4303 RUSSELL DRIVE
AUSTIN, TEXAS 78704
(512) 443-1174



Timothy A. Lenz
9.10.2010

P.O.C. RIVERCLIFF DRIVE

Granite
Development
Services

March 16, 2011

Mr. Michael Hettenhausen
Travis County - Transportation & Natural Resources
411 W. 13th Street, 11th Floor
Austin, Tx 78701

RE: Engineer's Summary Letter
Lytal- Rivercliff Subdivision Plat Amendment
Spicewood, Texas 78669

Dear Mr. Hettenhausen:

Granite Development Services is submitting an engineer's summary letter to support the plat amendment of Lot 1 Rivercliff Section Two Phase A and Lot 19 Replat of Lots 15-19 Rivercliff Subdivision. Based on the existing plat, there is a 25-foot drainage easement on each side of the lot line between Lot 1 Rivercliff Section Two Phase A and Lot 19 Replat of Lots 15-19 Rivercliff Subdivision. We are proposing to amend these plats to combine these lots into one lot and relocate the drainage easement and decrease the size to a 15-foot drainage easement along the new southern lot line of proposed Lot 1A, a 15.39 acre lot. The original 25-foot drainage easements appear to have been established as a means to not cut off drainage from Rivercliff Drive (a private road) to the floodplain of the Pedernales River. In placement of the new 15-foot easement, we will still be providing conveyance access to the floodplain.

As you can see on the provided topographic map, Rivercliff Drive is developed along the high point of the topography and all current runoff flows across the existing lots in a sheet flow condition. Therefore, the drainage easement provided still provides access to the 100-year floodplain without a developed means of conveyance of storm water runoff. We anticipate that no future improvements to the drainage infrastructure will be necessary and the development of the new Lot 1A will not pose any undo conveyance issues in the future.

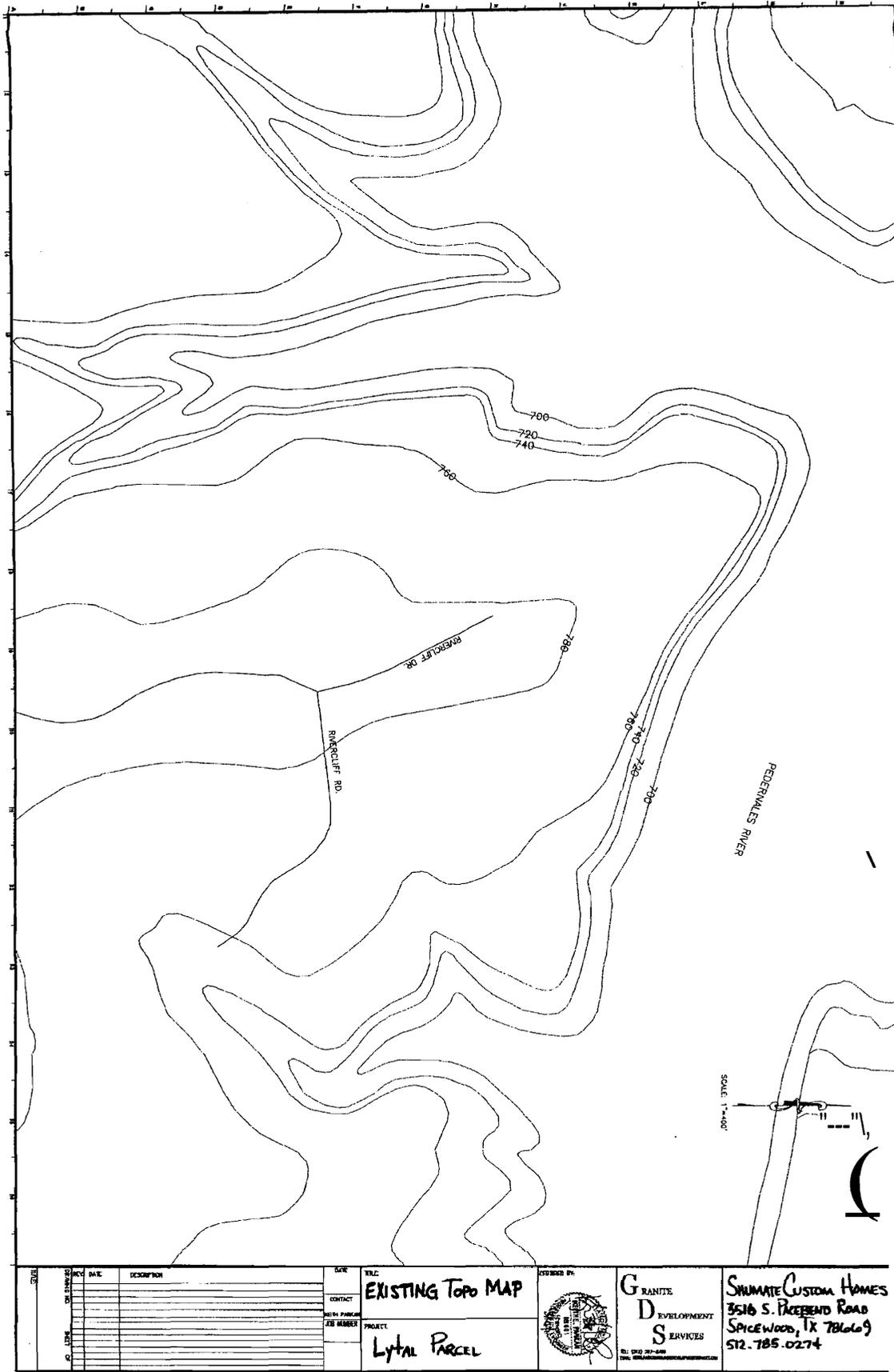
We look forward to your favorable review of this revision. If you have any questions, please do not hesitate to contact my office at 512-567-8766.

Sincerely,



Keith E. Parkan, PE





TITLE	DATE	DESCRIPTION	DATE	TITLE	ISSUED BY
	DATE	DESCRIPTION	DATE	TITLE	ISSUED BY
DATE	DESCRIPTION	DATE	TITLE	ISSUED BY	GRANITE DEVELOPMENT SERVICES 3516 S. PICEBEND ROAD SPICEWOOD, TX 78669 512-785-0274
DATE	DESCRIPTION	DATE	TITLE	ISSUED BY	
CONTACT: EXISTING TOPO MAP JOB NUMBER: LYTAL PARCEL			PROJECT: LYTAL PARCEL		
CONTACT: EXISTING TOPO MAP JOB NUMBER: LYTAL PARCEL			PROJECT: LYTAL PARCEL		

CODE: 1105 RECEIVED

JAN 12 2012

TNR

January 10, 2012

Mr. John Ellis, Travis County Engineer
Transportation & Natural Resources
411 W. 13th Street
Austin, Texas 78767

**RE: Revised Plat of Lot 1 Rivercliff Sec. Two Ph. A and
Lot 19 Replat of Lots 15-19 Rivercliff Subd.**

Dear Mr. Ellis,

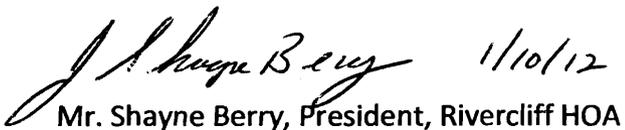
Rivercliff Subdivision is a privately maintained gated subdivision, which is subject to (i) all restrictions, covenants, easements and notes as recorded from the original subdivision plat / documents associated with the subdivision and (ii) any subsequent resubdividing and/or replatting of any parcel within the original subdivision boundaries. All of these plats and documents affect every single property owner within its boundaries.

Rivercliff is aware of the Lytal's request to combine Lot 1 and 19 and in a letter dated August 21, 2010 (letter attached), the officers of Rivercliff indicated their approval of the combination.

The Rivercliff officers are also aware of the Lytal's request to abandon the current drainage easement that straddles the lot line between Lots 1 and 19 and move the easement to the lot line between Lot 2 and the proposed Lot 1A (the "Proposed Drainage Easement"). The officers have reviewed the attached report from Keith E. Parkan PE related to the topography and water drainage on the Lytal's property. To the extent the Rivercliff Homeowners Association (Rivercliff HOA) determines facilities are required on the Proposed Drainage Easement for Rivercliff subdivision drainage, the officers have determined this new easement location would be sufficient. The Rivercliff HOA, at its expense, would be responsible for the design and construction of such facilities.

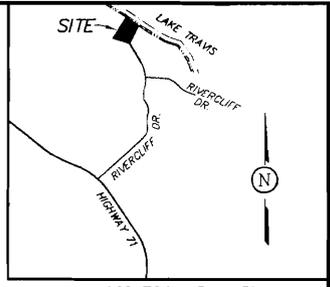
We look forward to your timely and favorable consideration to the approval of this platting procedure. If you have any questions, please do not hesitate to contact my office.

Sincerely,

 1/10/12
Mr. Shayne Berry, President, Rivercliff HOA

REVISED PLAT OF LOT 1
RIVERCLIFF SECTION TWO PHASE A
AND
LOT 19 REPLAT OF LOTS 15-19
RIVERCLIFF SUBDIVISION

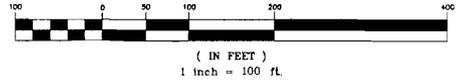
LOT 1A
15.39 AC.



LOCATION MAP - NTS



GRAPHIC SCALE



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 MARKED 'LENZ & ASSOC.'
- PIPE FOUND
- NAIL FOUND
- △ CALCULATED POINT
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- B.L. BUILDING LINE
- (BRG-DIST.) RECORD CALL
- M.S.L. MEAN SEA LEVEL
- MIN. FFE 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	S60°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



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 200100065, 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 201001947 AND 2010081946 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 2000069125, 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
REGISTERED PROFESSIONAL LAND SURVEYOR No. 4393
LENZ & ASSOCIATES, INC.
4303 RUSSELL DRIVE
AUSTIN, TEXAS 78704



STATE OF TEXAS)
COUNTY OF TRAVIS)

I, DANA DEBEAUVOIR, 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 DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

DEPUTY _____

STATE OF TEXAS)
COUNTY OF TRAVIS)

I, DANA DEBEAUVOIR, 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 DEBEAUVOIR, 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 OWNER 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 ERCT 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 (B) OF THE LOCAL GOVERNMENT CODE PROHIBITS TEXAS UTILITIES 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 AN AREA DESIGNATED ON THE FEDERAL AGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) #41026-01904, TRAVIS COUNTY, TEXAS, DATED SEPTEMBER 26, 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: 723 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 HOMEOWNER'S ASSOCIATION. SEE DOCUMENT NO. 2000069125, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, IF THE HOMEOWNER'S 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. 2001034923, 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.R.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. 2001034924, 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 3.
- 11) THERE IS A 15 FOOT PUBLIC UTILITY EASEMENT ALONG THE FRONT OF ALL LOTS FRONTING ON RIVERCLIFF DRIVE AND PAJARO CIRCLE.
- 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. - 790.56'
- 13) BENCH MARK No. 2 - TOP OF IRON ROD SET AT P.C. SOUTH SIDE OF PAJARO RD. +/-278' FROM INTERSECTION OF PAJARO COVE 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 5 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 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 HOMEOWNER'S ASSOCIATION. SEE DOCUMENT NO. 2000069125, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, IF THE HOMEOWNER'S 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.R.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 16, 17, 18 AND 19 IS RESTRICTED TO A SINGLE DRIVEWAY WITHIN THE JOINT ACCESS EASEMENT AS SHOWN HEREON. SEE DOCUMENT NO. 2000069129, OF THE 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.: 787.92'
- 13) LOT 15 IS RESTRICTED TO NON-RESIDENTIAL USE FOR THE PASSIVE RECREATIONAL USE OF THE OWNER OF LOT 15 AND SUCH OWNER'S SIGNS 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



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 Vacation of two 25' wide drainage easements sign was posted on February 24, 2012, along Rivercliff Drive in front of Lot 19 of the Re-plat of Lots 15-19 of Rivercliff and Lot 1 of Rivercliff Section Two, Phase A (two adjacent lots) at a point as near as practical to the area being vacated, and was also posted at the Travis County Courthouse.

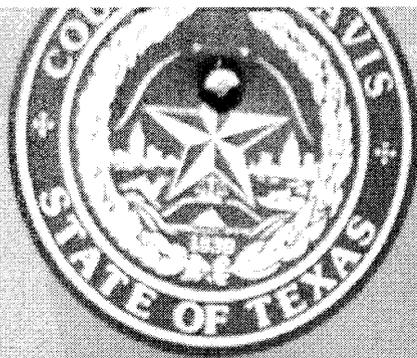
CERTIFIED THIS THE 27th DAY OF February, 2012.

SIGNATURE: David Greear

NAME (PRINT): David Greear

TITLE: Traffic Program Manager





NOTICE OF PUBLIC HEARING

MARCH 20, 2012, AT 9:00 AM
DRAINAGE EASEMENT VACATION

TO APPROVE THE VACATION OF TWO 25
FOOT WIDE DRAINAGE EASEMENTS
LOCATED ALONG THE COMMON LOT LINE
OF LOT 19 OF THE RE-PLAT OF LOTS 15-19
OF RIVERCLIFF AND LOT 1 OF RIVERCLIFF
SECTION TWO, PHASE A - TWO
SUBDIVISIONS IN PRECINCT THREE

AT THE TRAVIS COUNTY
COMMISSIONERS COURTROOM
314 WEST 14th STREET
(FIRST FLOOR), AUSTIN
FOR MORE INFORMATION CALL 854-9383

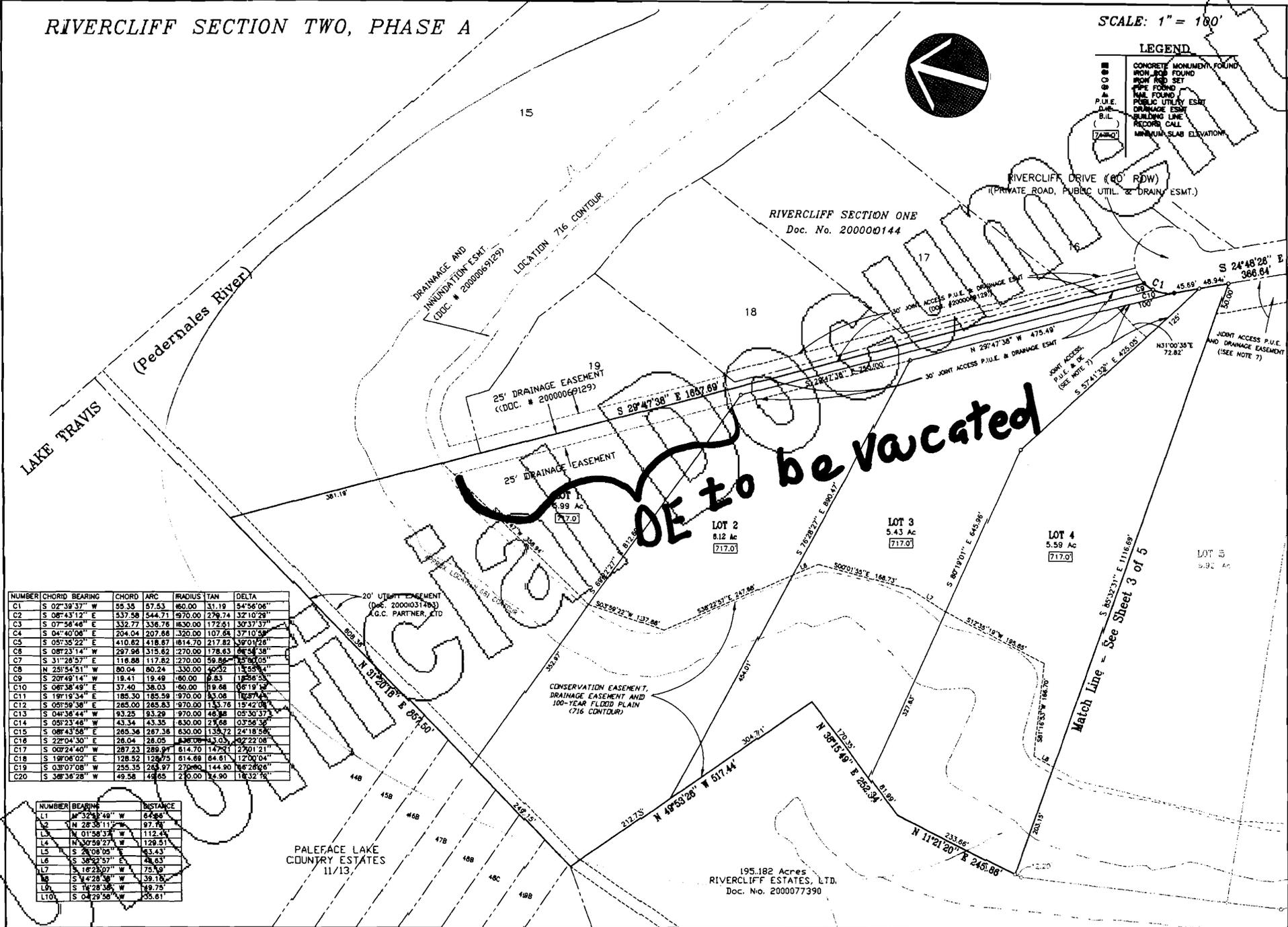
20000065

RIVERCLIFF SECTION TWO, PHASE A

SCALE: 1" = 180'

LEGEND

- CONCRETE MONUMENT FOUND
- IRON ROD FOUND
- PIPE FOUND
- NAIL FOUND
- P.U.E. PUBLIC UTILITY EASEMENT
- D.M.E. DRAINAGE EASEMENT
- B.I.L. BUILDING LINE
- RECORD CALL
- MINIMUM SLAB ELEVATION



NUMBER	CHORD BEARING	CHORD	ARC	RADIUS	TAN	DELTA
C1	S 02°39'37" W	55.35	57.53	460.00	31.19	54°56'06"
C2	S 08°43'12" E	537.58	544.71	970.00	279.74	32°10'28"
C3	S 07°56'46" E	332.77	336.76	830.00	172.61	30°37'37"
C4	S 04°40'06" E	204.04	207.66	320.00	107.64	37°10'56"
C5	S 05°35'22" E	410.82	418.67	614.70	217.82	39°01'20"
C6	S 08°23'14" W	297.96	315.82	270.00	178.63	04°54'38"
C7	S 31°28'57" E	116.88	117.82	270.00	59.86	15°00'05"
C8	N 25°54'51" W	80.04	80.24	330.00	40.52	15°55'44"
C9	S 20°49'14" W	19.41	19.49	460.00	6.83	11°56'55"
C10	S 08°38'49" E	37.40	38.03	460.00	19.68	06°19'36"
C11	S 19°19'34" E	185.30	185.59	970.00	83.06	10°27'43"
C12	S 05°59'58" E	265.00	265.83	970.00	133.76	15°42'06"
C13	S 04°36'44" W	93.25	93.29	970.00	46.88	05°30'37"
C14	S 05°23'46" W	43.34	43.35	630.00	23.68	03°56'36"
C15	S 08°43'58" E	265.36	267.36	630.00	139.72	24°18'56"
C16	S 22°04'30" E	28.04	28.05	460.00	13.03	20°22'06"
C17	S 02°24'40" W	287.23	289.87	614.70	147.51	25°01'21"
C18	S 19°06'02" E	128.52	128.75	614.68	64.61	12°00'04"
C19	S 03°07'08" W	255.35	263.97	270.00	144.90	06°26'06"
C20	S 38°36'28" W	49.58	49.65	210.00	14.90	16°32'15"

NUMBER	BEARING	DISTANCE
L1	N 32°48'49" W	64.96'
L2	N 28°38'11" W	97.75'
L3	N 01°58'33" W	172.24'
L4	N 30°59'27" W	129.51'
L5	S 2°08'09" E	43.43'
L6	S 38°22'57" E	48.63'
L7	S 16°23'07" W	75.10'
L8	S 14°29'38" W	39.18'
L9	S 14°29'38" W	39.18'
L10	S 04°29'58" W	35.61'

142 002002

9/13/02 156.00

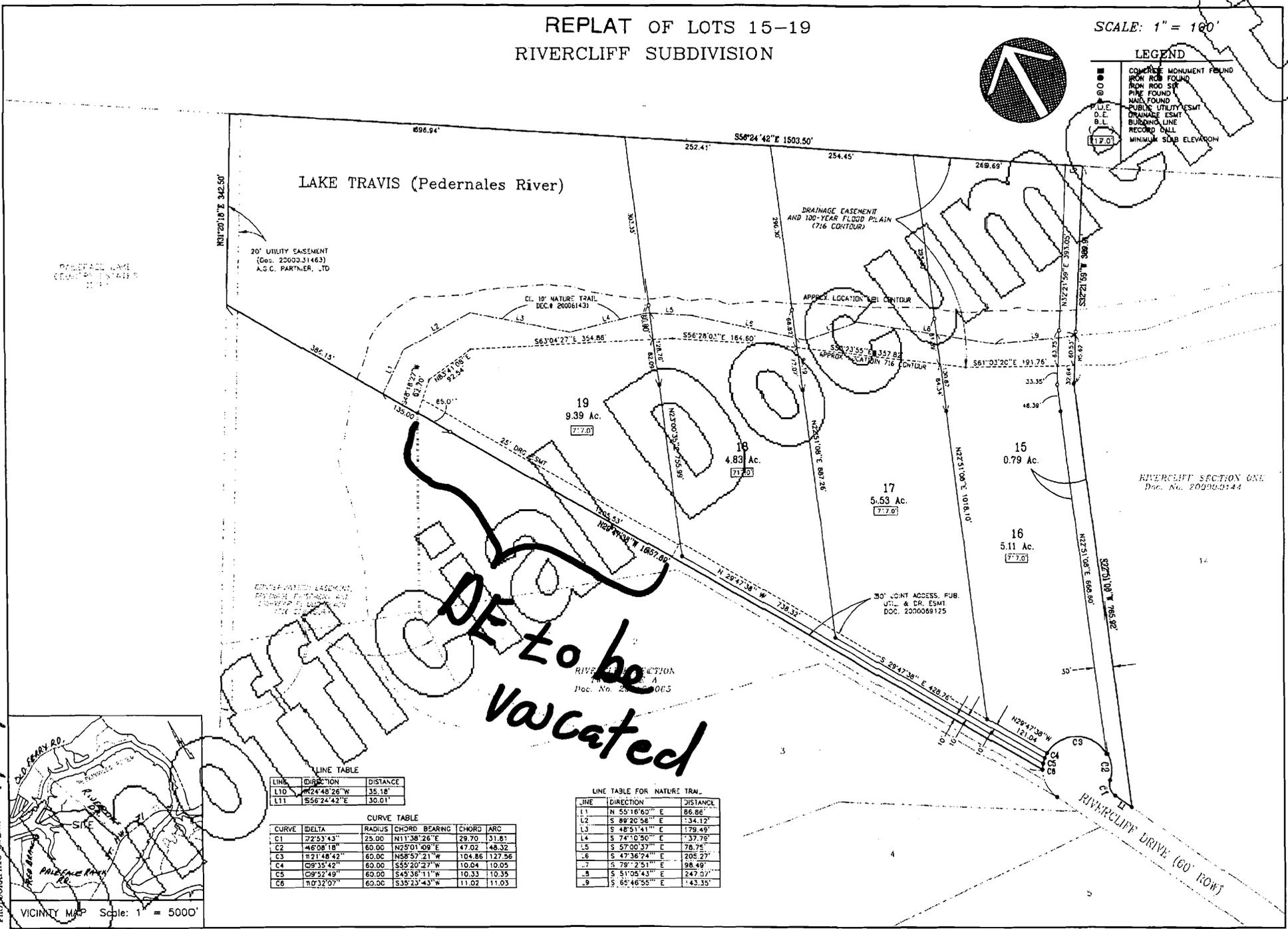
REPLAT OF LOTS 15-19 RIVERCLIFF SUBDIVISION

SCALE: 1" = 100'



LEGEND

- CONCRETE MONUMENT FOUND
- IRON ROD FOUND
- PINE FOUND
- NAIL FOUND
- P.U.E. PUBLIC UTILITY ESMT
- D.E. DRAINAGE ESMT
- B.L. BURNING LINE
- RECORD CALL
- MINIMUM SLAB ELEVATION



LINE TABLE

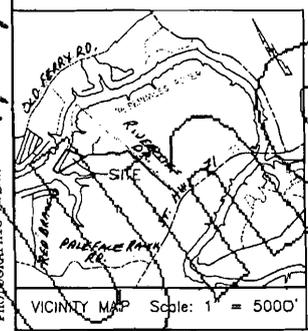
LINE	DIRECTION	DISTANCE
L10	S 24° 48' 26" W	35.18'
L11	S 56° 24' 42" E	30.01'

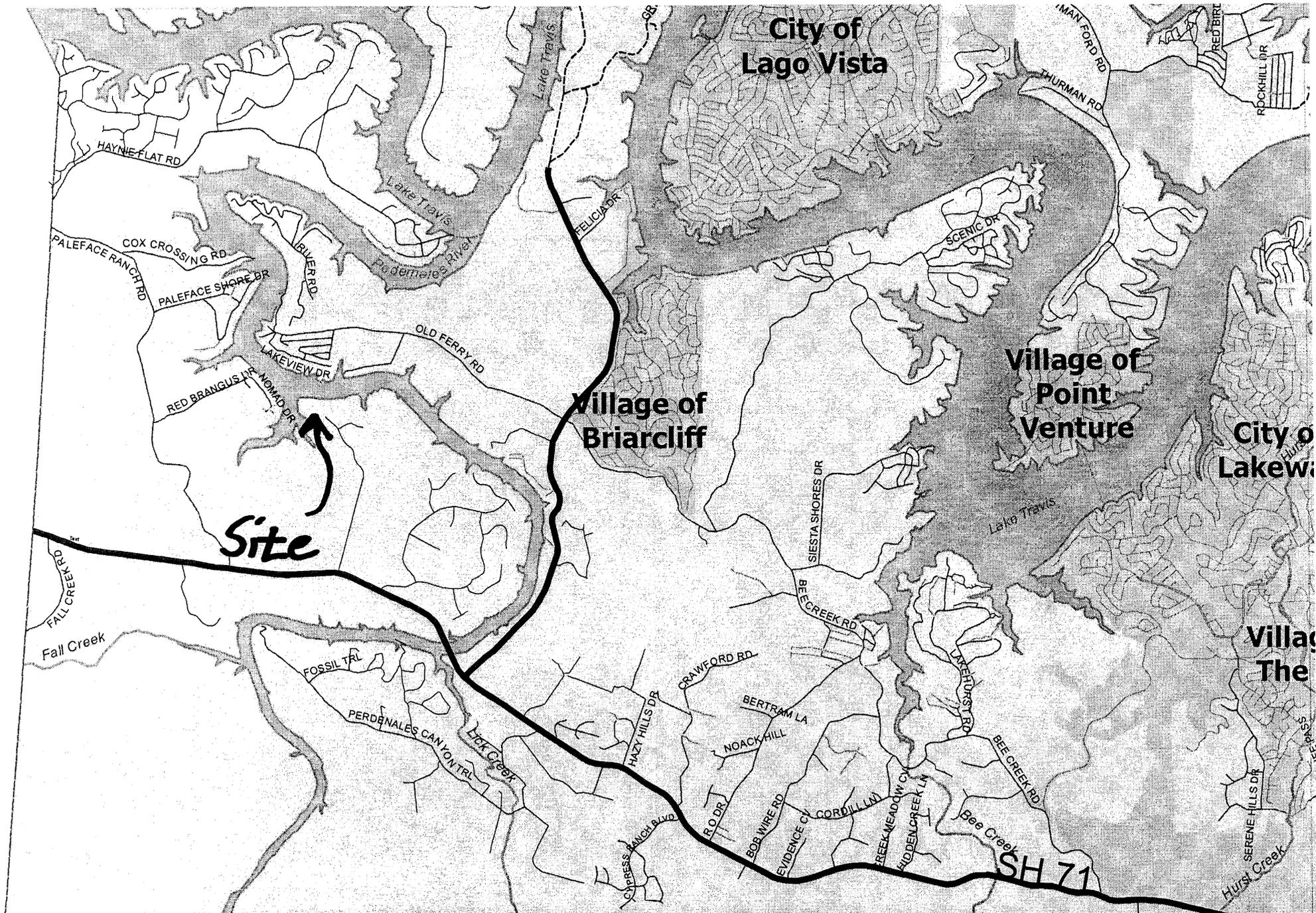
CURVE TABLE

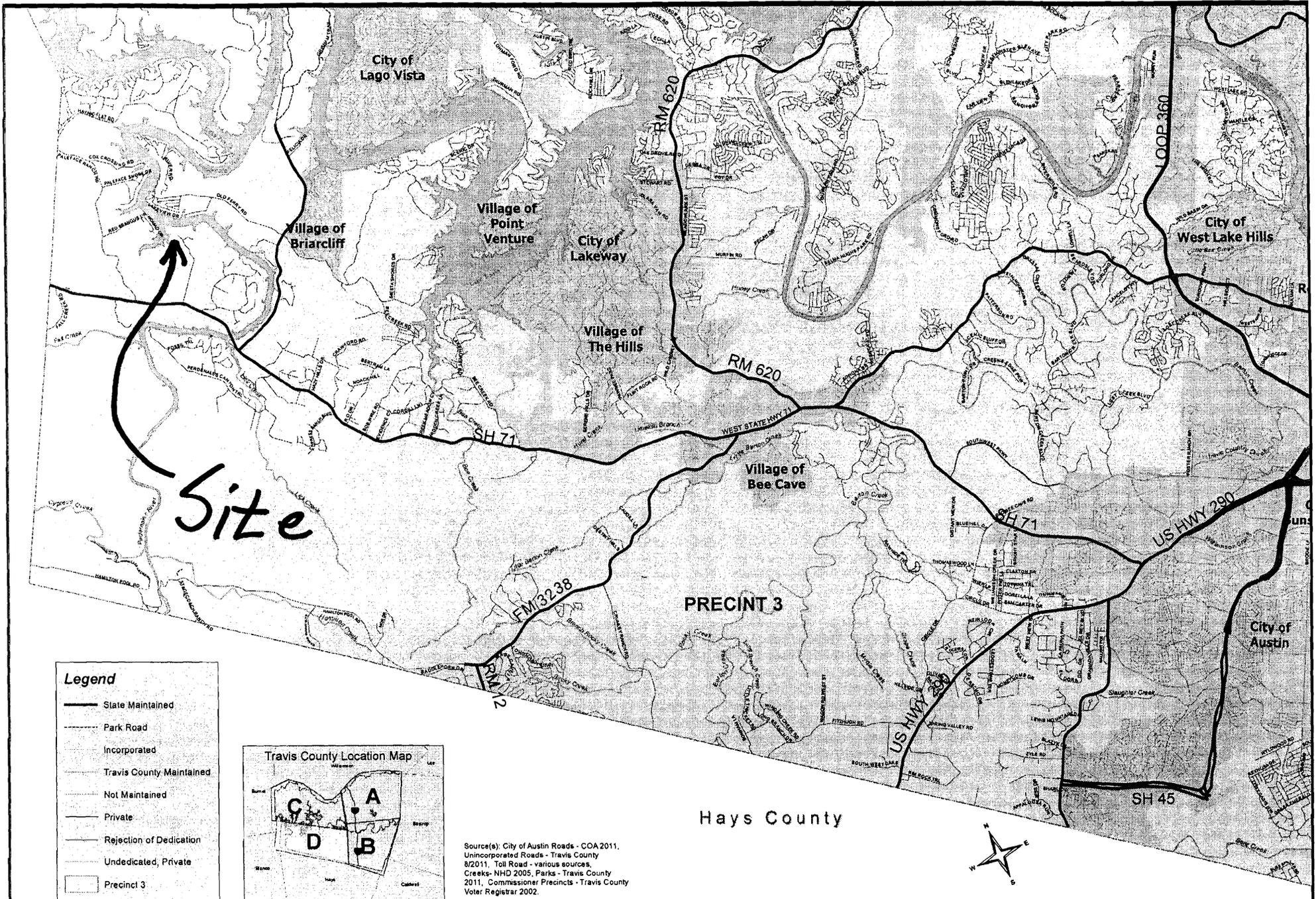
CURVE	DELTA	RADIUS	CHORD	BEARING	CHORD ARC
C1	72° 53' 43"	25.00	N 11° 38' 26" E	29.70	31.81
C2	46° 08' 18"	60.00	N 25° 01' 09" E	47.02	48.32
C3	112° 148' 42"	60.00	N 58° 57' 21" W	104.86	127.56
C4	08° 35' 42"	60.00	S 55° 20' 27" W	10.04	10.05
C5	09° 52' 49"	60.00	S 49° 38' 11" W	10.33	10.35
C6	110° 32' 07"	60.00	S 35° 23' 43" W	11.02	11.03

LINE TABLE FOR NATURE TRAIL

LINE	DIRECTION	DISTANCE
L1	N 55° 16' 52" E	86.86'
L2	S 89° 20' 54" E	134.12'
L3	S 48° 51' 41" E	178.49'
L4	S 74° 0' 50" E	37.79'
L5	S 57° 00' 37" E	76.75'
L6	S 47° 36' 24" E	205.27'
L7	S 79° 2' 51" E	98.49'
L8	S 51° 08' 43" E	247.07'
L9	S 66° 46' 55" E	143.35'







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

0 1
Miles



Map Prepared by: Travis County, Dept. of Transportation & Natural Resources. Date: 8/9/2011

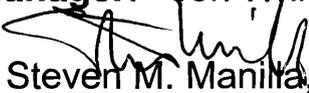


Travis County Commissioners Court Agenda Request

Meeting Date: March 20, 2012

Prepared By: Adele Noel Phone #: 854 7211

Division Director/Manager: Jon White/Tom Weber - NREQ

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

Sponsoring Court Member: County Judge Samuel T. Biscoe

AGENDA LANGUAGE: Consider and take appropriate action on Amendment 2 to the Low-Income Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP).

BACKGROUND/SUMMARY OF REQUEST:

The Low Income Vehicle Repair, Retrofit, and Replacement Assistance Program (LIRAP), is a county administered program that provides grant funds to qualifying individuals who own vehicles that are registered in the county and that fail a mandatory emissions inspection. LIRAP grant funds may be used for emissions-related repairs performed by a Recognized Repair Facility or to purchase a newer vehicle. The program's goals are to reduce harmful air pollution emissions in the region and to comply with the Federal Clean Air Act by removing older polluting vehicles. The county program has been in operation since September 2005.

Amendment 1 extended the term of the contract to August 31, 2013, allowing Travis County to carry-forward unspent funds for use in fiscal years 2012-2013.

Amendment 2 restricts the FY11 funds to be used in accordance with the new FY12 contract in terms of vehicle eligibility and allows counties to spend the interest money on administrative costs. Travis County is not currently accepting applications for replacement, only repairs.

STAFF RECOMMENDATIONS:

TNR recommends approval.

ISSUES AND OPPORTUNITIES:

The current National Ambient Air Quality Standard (NAAQS) for ozone is 75 parts per billion and will likely continue to become more stringent. Addressing the quality of emissions from vehicles is one of the primary strategies for addressing ozone in Travis County, considering that 66% of nitrogen oxides (precursors to ozone formation) result from on-road mobile sources like passenger vehicles.

FISCAL IMPACT AND SOURCE OF FUNDING:

There will be no impact on Travis County's budget.

ATTACHMENTS/EXHIBITS:

Amendment 2

REQUIRED AUTHORIZATIONS:

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

CC:

Jon White	Division Director	TNR	854-7212
Tom Weber	Env. Prog. Mgr	TNR	854-4692
Michele Gable	Financial Auditor	Auditor	854-5883
Adele Noel	Air Quality Prj. Mgr.	TNR	854-7211

: :
0101 - Administrative -

PCR 11-10718

CONTRACT NUMBER 582-9-90416 -03

CONTRACT AMENDMENT TO THE INTERGOVERNMENTAL COOPERATIVE REIMBURSEMENT AGREEMENT BETWEEN THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) AND TRAVIS COUNTY

AMENDMENT NUMBER 2

Pursuant to Article 8 (AMENDMENTS) of the General Terms and Conditions of the Agreement, TCEQ and Travis County (Grantee) agree to amend Contract Number 582-9-90416-03 to update the entire Agreement in order that the remainder of the term of this Agreement is performed in accordance with the requirements of the newly issued Agreement between TCEQ and the Grantee, TCEQ Contract No. 582-12-20268.

1. In performance of this Agreement from execution of this Amendment through the Expiration Date of the Agreement, the Grantee shall perform the Grant Activities in accordance with the requirements of TCEQ Contract No. 582-12-20268. To the extent that these requirements conflict, the requirements of TCEQ Contract No. 582-12-20268 shall prevail.
2. This Amendment does not change the Expiration Date of the Agreement or extend the Period of Funds Availability for funds provided under this Agreement.

All other conditions and requirements of Contract Number 582-9-90416-03 remain unchanged and shall apply to all provisions specified herein.

TCEQ:

Grantee:

Texas Commission on Environmental Quality

Travis County

(Signature)

(Signature)

Donna F. Huff

Honorable Samuel T. Biscoe

(Printed Name)

(Printed Name)

Air Quality Planning Section Manager

Travis County Judge

(Title)

(Title)

Date: _____

Date: _____



Travis County Commissioners Court Agenda Request

Meeting Date: March 20, 2012

Prepared By: Steve Sun, P.E., Engineering Div. Manager **Phone #:** 854-4660

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

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

Sponsoring Court Member: Commissioner Eckhardt, Precinct Two

AGENDA LANGUAGE:

Consider and take appropriate action on the following requests:

- A) Approve the acceptance and improving of 950 feet of Michael's Cove in River Cove Subdivision in Precinct Two; and
- B) Approve a License Agreement with River Cove Home Owners Association, in Precinct Two.

BACKGROUND/SUMMARY OF REQUEST:

The River Cove Home Owners Association (the "Association") entered into a Participation Agreement with the county wherein they will provide funds to be used with county funds to improve Michael's Cove in their subdivision. Improvements required to bring the roadway into compliance with minimum standards set forth in Travis County Chapter 84, Unaccepted substandard roadway specifications include re-surfacing of existing pavement, relocation of subdivision entrance sign/landscaping away from clear zone and construction of a section of concrete curb and gutter. The estimated construction cost of pavement re-surfacing and concrete curb and gutter is \$12,000.00. The Association will be providing \$2,400.00 cash as their participation amount and will also be responsible for the relocation of the subdivision entrance sign and landscaping.

Now that The Association has removed the subdivision entrance sign and landscaping away from the clear zone, at an expense of more than \$2,000, and has deposited their cost share of \$2,400.00 with the county, TNR recommends acceptance of this roadway into county system so to allow for the needed road improvement work to be performed on this accepted roadway. Acceptance of this roadway will add 0.18 miles into county's road system. A portion of subdivision entrance sign/landscaping will remain within the right-of-way but is away from the clear zone. The Association agrees to enter into a license agreement with the county to allow for the remaining subdivision entrance sign/landscaping to stay within the right-of-way. The Association has made the security deposit of \$100 and has included the appropriate insurance certificate as required by the license agreement.

STAFF RECOMMENDATIONS:

TNR recommends acceptance of this roadway and approving the license agreement.

ISSUES AND OPPORTUNITIES:

Inefficiencies are introduced into these projects when all residents are not supportive of either the project or the project design requirements. Most notably, program participants are totally responsible for dedicating all required right-of-way and removing all private property, such as fences, walls, and buildings that encroach into the dedicated right-of-way. In the past TNR has expended significant surveying, engineering, and right-of-way resources only to have projects delayed or indefinitely postponed because some residents did not want to dedicate easements, or did not like the impacts the construction would have upon their specific property. Inefficient re-design to accommodate residents was common. To address this issue TNR recommended using Public-Private Participation Agreements. Under the terms of these agreements cost are shared between the county and the property owners. This should provide an impetus for property owners to work with the county to minimize “custom” design or redesign.

Travis County Chapter 82 establishes the standard for new street and drainage construction. Many substandard roads were constructed or partially constructed prior to Travis County’s adoption of roadway standards and to bring them up to today’s standards would be cost prohibitive, in most cases, and drastically alter the character of some neighborhoods. As such, the standards in Chapter 84 are lower than those in Chapter 82. county responsibility for maintenance and liability will increase as roads are accepted onto the county system. The acceptance of roads could result in additional home building in older neighborhoods, which could increase the county’s tax base.

In regards to the proposed license agreement, “...The Association agrees to and shall indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney’s fees, or other liability for personal injury, death, or damage to any person or property, which arises from or is in any manner connected to or caused in whole or in part by The Association’s construction, maintenance or use of the licensed property.” The Association has provided insurance that adds Travis County as an additional insured for the improvements as described in the attached agreement.

FISCAL IMPACT AND SOURCE OF FUNDING:

The Court approved \$500,000.00 to fund the Substandard Road Program in the FY 07 budget process. The voters also approved additional amount of \$1,654,279.00 in the 2011 Bond Referendum for the Substandard Road Program. TNR's preliminary estimate of the total cost of the project is \$12,000.00. Per the terms of the Participation Agreement, The Association has provided \$2,400.00 in cash to help pay the costs of improving 950 feet of Michael's Cove in the River Cove Subdivision. The Association has also removed the subdivision entrance sign/landscaping away from the clear zone at an expense of more than \$2,000.

If the project is completed under the estimated amount The Association will be reimbursed its pro-rata share of the savings based upon its financial contribution. In this case, the total estimated amount is \$12,000.00, The Association's financial contribution is \$2,400.00, so The Association's pro-rata share of any savings will be 20%. The county will not reimburse the Association for costs related to the removal of the subdivision entrance sign and landscaping. The county's funds are in account 506-4931-808-8164 and The Association's funds are in account 475-4994-750-8164. The \$12,000.00 has been encumbered on requisition number 534395 and the commodity/sub-commodity codes are 968/054.

EXHIBITS/ATTACHMENTS:

Road Acceptance Form
License Agreement
Location Map

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Don Ward	Division Director	TNR	854-9317
Christopher Gilmore	Attorney	Attorney's Office	854-9455

CC:

Steve Sun	Engineering Div Mgr	TNR	854-4660
Donna Williams-Jones	Financial Analyst Sr	TNR	854-7677
Teresa Calkins	Senior Engineer	TNR	854-7569
Lee Turner	Senior Engineer	TNR	8547598

: :
0101 - Administrative Svs-

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE



SUBDIVISION/STREET
 Mapsco No. 554 E, F

RIVER COVE/Michaels Cove

Pct.# 2
 Atlas No. K07

CONTAINS 1 STREET AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	ROW	TYPE OF PVMNT	WIDTH OF PVMNT	CURB & GUTTER
1	Michaels Cove	Westlake Drive to End of 60' R cul-de-sac	950	0.18	50'	HMAC	20'	Laydown Curb
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

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

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1 TOTALING 0.18 MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT 2.

 DATE

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

Don Ward 2/24/2012
 Don Ward, P.E., Director of Road Maintenance and Fleet Service
 TRANSPORTATION AND NATURAL RESOURCES

Steve Manilla 3/8/12
 Steve Manilla, P.E., County Executive
 TRANSPORTATION AND NATURAL RESOURCES

 APPROVED BY COMMISSIONERS' COURT DATE

LICENSE AGREEMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

This Agreement is made and entered into by and between Travis County, Texas, (the "COUNTY") and the RIVER COVE HOME OWNERS ASSOCIATION (the "ASSOCIATION"), hereinafter collectively referred to as the "Parties", for the purposes and consideration described herein.

WITNESSETH:

WHEREAS, the COUNTY has accepted the dedication of the roads in RIVER COVE, a subdivision located in Travis County, being more particularly described in that certain plat recorded at [Book 89, Page 332-334, of the Plat] OR [Doc# _____, of the Official Public] Records of Travis County, Texas) (the "Subdivision"); and

WHEREAS, the ASSOCIATION plans to install, pay expenses, and maintain certain landscaping and improvements in portions of the right-of-way of MICHAEL'S COVE in the Subdivision; and

WHEREAS, the landscaping and improvements include, but are not limited to, an irrigation system, lighting, trees and shrubs (the "Improvements") within portions of the right-of-way of the Subdivision roads, which are not intended or used for vehicular traffic; and

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

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

I. Grant

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

II. Consideration

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

- 1. The beautification to be afforded to the community by the Improvements; and

2. The agreement by the ASSOCIATION to provide the below-specified insurance and indemnification in favor of the COUNTY.

III. County's Rights to Licensed Property

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

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

IV. Insurance

A. The ASSOCIATION shall, at its sole expense, provide extended public liability insurance coverage, written by a company acceptable to the County, licensed to do business in Texas, in the amounts of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per occurrence and ONE MILLION DOLLARS (\$1,000,000.00) in the aggregate for property damage and personal injury and death, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the COUNTY OF TRAVIS as co-insured or as an additional insured. This insurance coverage shall cover all perils arising out or connected in any way to the activities of the ASSOCIATION, its officers, employees, agents or contractors, relative to this Agreement. The ASSOCIATION shall be responsible for any deductibles stated in the policy. A true copy of each instrument affecting such additional coverage shall be delivered to the COUNTY'S Executive Manager of Transportation & Natural Resources Department within twenty-one (21) days of the effective date of this Agreement.

B. The ASSOCIATION shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

V. Indemnification

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

VI. Conditions

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

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

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

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

E. Security Deposit. The ASSOCIATION shall provide the COUNTY with cash in a cashier's check in the amount of One hundred AND NO/100 DOLLARS (\$ 100.00). Cash provided to the COUNTY will be deposited with the County Treasurer and interest, on the amount, will be paid to the ASSOCIATION, on an annual basis upon the receipt by the Treasurer of a letter requesting such interest. The only condition to a draft on the cash security shall be a letter from the Travis County Judge indicating that the ASSOCIATION has not fulfilled its obligations under this Agreement and that the COUNTY has incurred or will incur expenses with regard to the Improvements located on, upon or in the Licensed Property.

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

VII. Commencement; Termination by Abandonment

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

VIII. Termination

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

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

notification to the ASSOCIATION or its successors in interest, this Agreement is revocable by the COUNTY if:

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

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

IX. Eminent Domain

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

X. Interpretation

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

XI. Application of Law

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

XII. Venue

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

XIII. Covenant Running with Land

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

XIV. Assignment

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

XV. Notice

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

ASSOCIATION:

Brenda Witwer (or successor)
President, HOA
4405 Michaels CV
AUSTIN, TX 78746
phone (512) 306-0440

COUNTY:

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

COPY TO:

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

COPY TO:

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

XVI. Annexation by the City

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

EXECUTED AS OF THE DATES SET FORTH BELOW:

TRAVIS COUNTY, TEXAS

Judge's Signature
←

By: _____
Samuel T. Biscoe, County Judge

Date: _____

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

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

Notary Public in and for the State of Texas

Printed/Typed Name

My commission expires

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

THE ASSOCIATION:

RIVER COVE SUBDIVISION

By: Brenda A. Witwer
signature

Name: Brenda A WITWER
printed name

Title: President
Authorized Representative

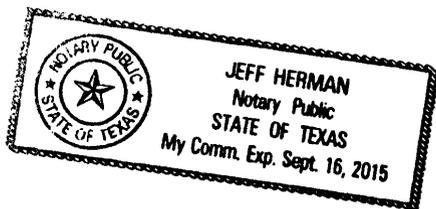
ACKNOWLEDGEMENT

THE STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 26 day of Oct, 2011, by as Brenda Witwer of the River Cove Subdivision, a Texas corporation, on behalf of said corporation.



[Signature]
Notary Public in and for the State of Texas

Jeff Herman
Printed/Typed Name

9-16-15
My commission expires

ADDRESS OF ASSOCIATION:

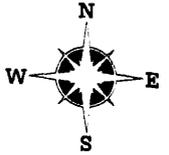
4300 1/2 MICHAELS CV

Austin, Texas 78746
(512) 306-0440
phone

ASSOCIATION'S MANAGEMENT CO.

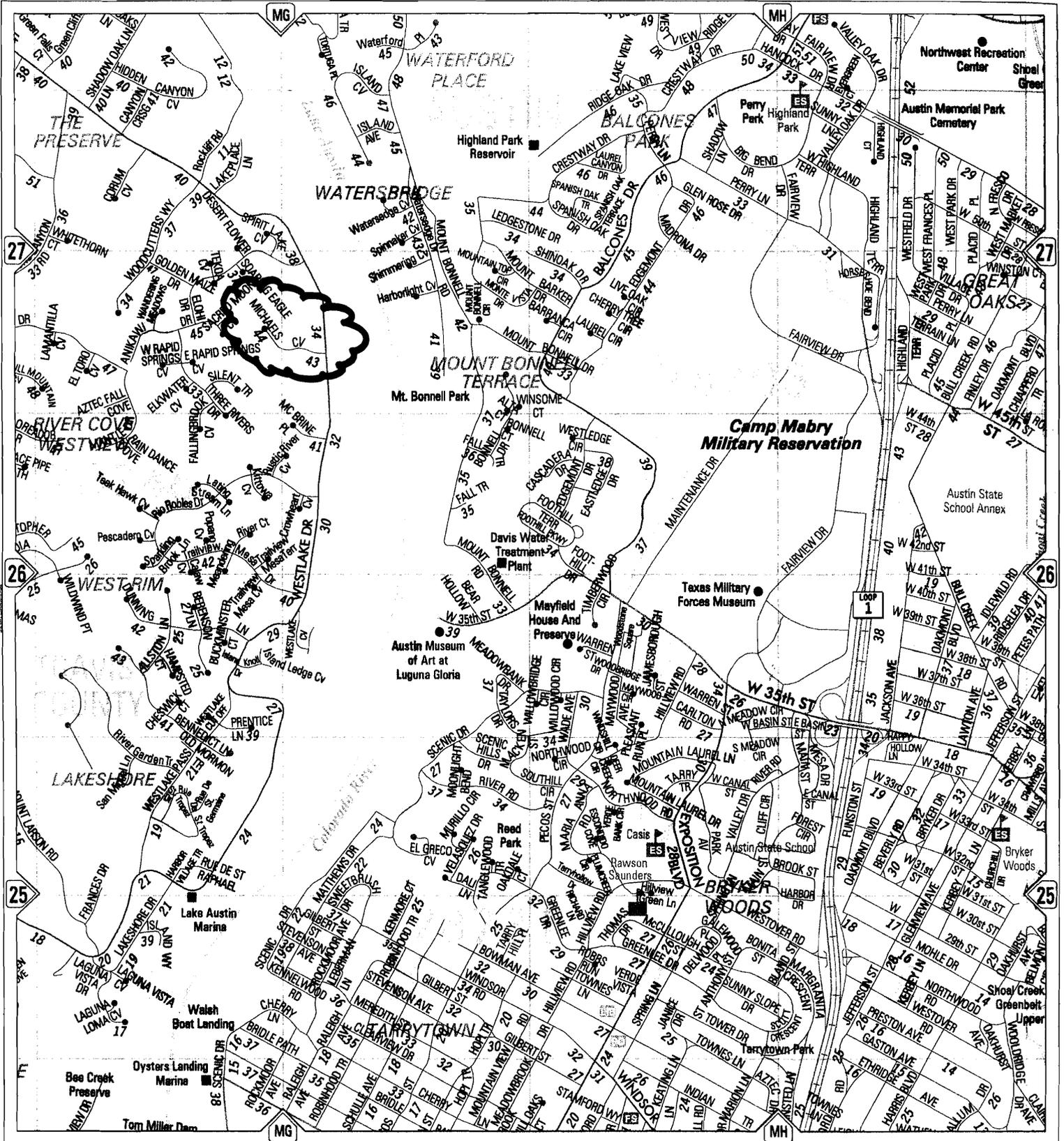
BRENDA WITWER
4405 Michaels Cove
AUSTIN TX 78746
Attn: HOA - President
(512) 306-0440
phone

Location Map



554

CONTINUED ON MAP 524

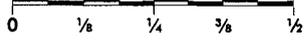


CONTINUED ON MAP 553

CONTINUED ON MAP 584

CONTINUED ON MAP 555

SCALE IN MILES



SCALE IN FEET





Travis County Commissioners Court Agenda Request

Meeting Date: 3/20/12

Prepared By/Phone Number: Donald W. Ward, P.E., Director Road Maintenance
Phone #: -8549317

Division Director/Manager: Donald W. Ward, P.E., Director Road Maintenance
and Fleet Services

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

Sponsoring Court Member: Commissioner Davis, Precinct One

AGENDA LANGUAGE: Consider and take appropriate action on authorization to utilize funding from existing Certificates of Obligation for use in the current FY 2011 HMAC Program in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

TNR is requesting to utilize funding from existing Certificates of Obligation for HMAC Program and fund a change order to the current FY 2011 HMAC contract with APAC to provide a level-up and overlay on Cameron Road from Pecan Street to Fuchs Grove Road estimated cost would be \$260,000.

STAFF RECOMMENDATIONS:

TNR staff recommends the overlay for Cameron Road at this time and can utilize the current contract with APAC. Due to the extreme drought conditions experienced in the last two years, numerous roadways in Eastern Travis County have experienced very rapid degradation. Cameron Road has deteriorated to this condition and due to the high volume of traffic, speed of the users and the continued growth in the area, staff is recommending utilizing the funding for this roadway. Cameron Road was included in the proposed roadways for the upcoming FY 2012 HMAC program, however by doing the project now will restore the roadway to a safer driving condition within the next 6-8 weeks.

ISSUES AND OPPORTUNITIES:

The roadway will be restored to a better structural and safe driving condition within six to eight weeks instead of being delayed until the fall of 2012.

FISCAL IMPACT AND SOURCE OF FUNDING:

On February 28, 2012, the court approved using the Allocated Reserve of eight CO funds (Funds 405, 458, 463, 506, 509, 510, 513 and 521) for FY 12 capital projects or equipment. Funds 506 and 513 were recommended for the FY 12 HMA and alternative paving program. This agenda request is to use these existing funds to overlay Cameron Road now, rather than waiting for the remaining FY 12 CO's. Fund 506(506-4941-808-8164 COR001) has a balance of \$66,827. The balance in Fund 513 (513-4941-808-8164 COR001) is \$194,051.

ATTACHMENTS/EXHIBITS:

N/A

REQUIRED AUTHORIZATIONS:

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

CC:

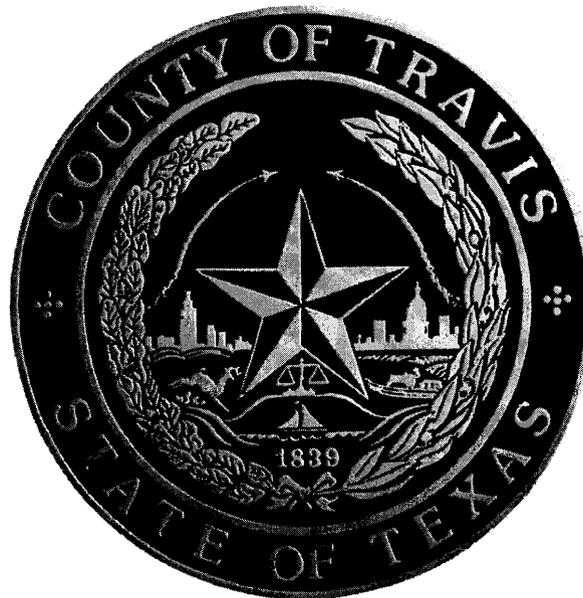
Mike Joyce	Fleet Services Manager	TNR	854-4658
Don Ward	Dir. Road Main. & Fleet Service	TNR	854-9317
Diana Ramirez	PBO Analyst	PBO	854-9694
Jessica Rio	PBO Assistant Budget Manager	PBO	854-4455
Eddie Jones	Roadway Section Manager	TNR	854-9383
Geena Rohan	Admin. Associate	TNR	854-9383

SM:DW:

4101 - Road, Bridge, Fleet Svs -

**TRANSPORTATION
&
NATURAL RESOURCES
DEPARTMENT**

ROAD MAINTENANCE



FY 2012

**WORK PLAN*
&
PROGRAM OBJECTIVES**

* The Annual Work Plan is a guide.
Adjustments may occur due to special projects, special events (including weather related), and change of conditions.

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Road Maintenance Program Structure

The Road Maintenance Division will assign resources in program areas to respond and complete customer requests and to meet annual work plan objectives. Resources will be assigned to core or countywide elements at each service center to perform maintenance, or services for roadways, right-of-ways, traffic control, and customer service issues.

Roadway Maintenance Program

Roadway Elements

4105 - Roadway Reconstruction/Rehabilitation.	County Wide Element
4110 - Paving (Surface Treatment).	County Wide Element
4111 - Edge and Shoulder Restoration.	County Wide Element
4112 - Roadway Patching & Crack Sealing.	Core Element
4114 - HMAC Overlay/Alternative Paving Treatment.	Contracted Services
4128 - Pedestrian Way Maintenance (Sidewalks and Trails).	County Wide Element/ Contracted Services

Right-of-Way Maintenance Program

ROW Elements

4120 - Secondary Drainage Maintenance.	Core Element
4121 - Drainage Structure Rehabilitation.	Core Element
4125 - Mowing, Brush & Vegetation Control.	Core Element
4127 - Work Order Response.	Core Element

Traffic Control

All Traffic Engineering, sign fabrication, installation and maintenance of traffic control devices (traffic signs) including asphalt markings (striping).

Traffic Elements

4305 - Sign Fabrication.	County Wide Element
4115 - Sign Maintenance.	Core Element
4116 - Pavement Striping/Markings.	County Wide Element
4118 - Traffic Engineering & Traffic Safety.	County Wide Element

Customer Service

All services in support to other elements and external customer requests.

Customer Service Elements

8305 - Work Request & Dispatch Operations.	County Wide Element
8510 - Solid Waste Management/Transfer.	County Wide Element
8515 - After-hours Response (24 hr. Response).	Core Element
8520 - Precinct Services (Commodity Delivery & Admin. Svcs).	Core Element
8525 - Indigent Burial.	County Wide Element
8530 - CSR Support Services.	County Wide Element

County Wide Elements will respond to work plan and customer requests throughout the county with human resources for these elements based at a specified service center.

Core Elements will respond to work plan and customer requests at each service center with human resources for these elements based at each service center.

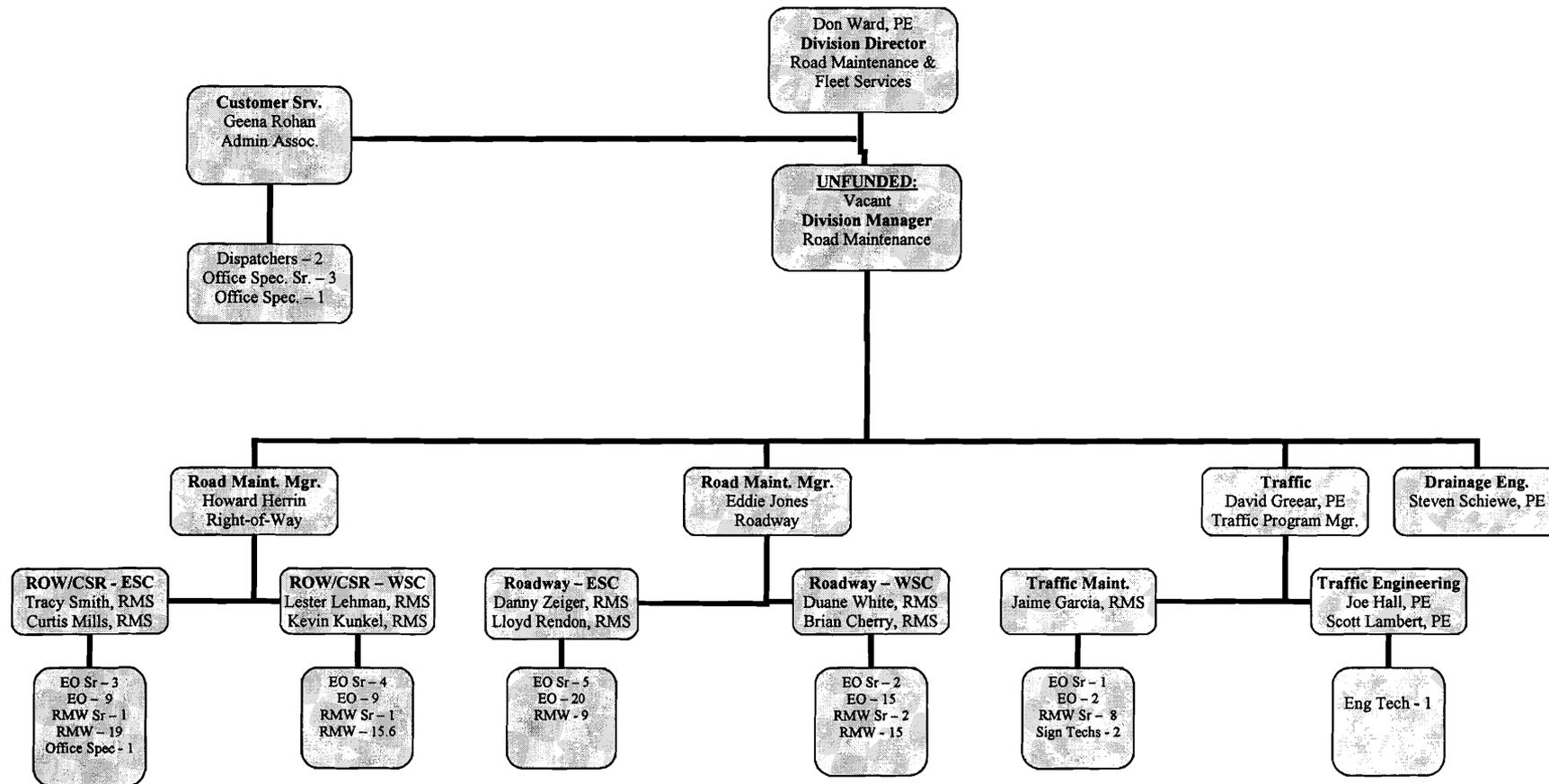
Road Maintenance Human Resource Allocation

Program & Location Assignment *, **						
Job Descriptions	Road Maintenance East Service Area Precincts 1, 2, 4		Road Maintenance West Service Area Precinct 3		Traffic Control & Customer Service	Mgt & Admin
	Roadway ESC	ROW ESC	Roadway WSC	ROW WSC	All Facilities	EOB
Road Maintenance Worker	16	14	8	15	5.6 (Cem/SWT/CSR)	
Road Maintenance Worker Sr	1	1	1	1	8 (TC)	
Equipment Operators	21	9	14	9	2 (TC)	
Equipment Operators Sr	5	3	2	4	1 (TC)	
Sign Fabricators					2 (TC)	
Road Maintenance Supervisor	2	2	2	2	1 (TC)	
Dispatchers					2 (ESC)	
Office Specialist					2 (ESC & Sat 4)	
Office Specialist Sr					3 (All Fac)	
Administrative Associate						1
Engineering Tech					1 (EOB)	
Engineer (Traffic/Drainage)					3 (EOB)	
Road Maintenance Managers	1			1		
Traffic Program Manager						1
Division Manager						1
Division Director						1
*FY 12 Totals:	46	29	27	32	30.6	4
Total All Programs in Division:						168.6
*FY12 - unfunded						-1
*FY12 total effective FTE's in Programs in Division:						167.6

*In FY12 one (1) position was unfunded.

Road Maintenance Assignments

The following chart indicates the Road Maintenance management and supervisory staff assignments. Road Maintenance Managers are responsible for direct management of all resources assigned to core and countywide elements in their service areas. Road Maintenance Supervisors are responsible for supervisory resources within their assigned elements.



Performance Measures

PROGRAMS

OUTPUT MEASURES

ROADWAY MAINTENANCE ELEMENTS

4105 Road Reconstruction/Rehabilitation

Spot Reconstruction	0.96 miles
Rehabilitation	<u>8.03 miles</u>
Total	8.99 miles

4110 Surface Treatment

Surface Treatment (Chip Seal application) to identified projects (2010 Pavement Management Survey used to identify projects)	47.61 miles
Grade 6.....	13.05 miles

4111 Edge Shoulder Restoration 30.00 miles

4112 Pothole Patching 125.00 miles

4113 Crack Sealing 125.00 miles

4114 Hot Mix Asphalt Concrete (HMAC) Overlay

1-1/2" Type "C" HMAC Overlay on identified roadway projects	39.95 miles
Alternate Pavement Treatments (Rejuvenate) projects	23.60 miles

4128 Pedestrian Way Maintenance

Repair non-compliant sidewalk/driveway locations	1,380 feet
Construct new sidewalks/ramps	610 feet
Contracted Services repair of non-compliant sidewalks	65 each
Contracted Services replacement of non-compliant curb ramps	3 each
Contracted Services construct new sidewalks	595 feet

RIGHT-OF-WAY MAINTENANCE ELEMENTS

4120 Secondary Drainage

Drainage projects <500 hours	325 projects
Drainage projects >500 hours	5 projects

4121 Drainage Structure Rehabilitation TBD

4125 ROW Vegetation Control

ROW Mowing	2700 miles
ROW Brush Clearing	100 miles
ROW Herbicide Application	300 miles

4127 Work Order Response

Dead Animal Pickup	300 responses
Litter Response	500 responses

PROGRAMS

OUTPUT MEASURES

TRAFFIC CONTROL MAINTENANCE ELEMENTS

4305 Sign Fabrication	6500 units
4115 Sign & Barricade Maintenance	6500 devices
4116 Roadway Striping	450 miles
4118 Traffic Engineering	210 responses

CUSTOMER SERVICE ELEMENTS

8505 Dispatch & Program Operations	
Receive/Enter Work Requests	2500 requests
Coordinates Purchase Requisitions for Road Maintenance Materials	150 requests
8510 Solid Waste Management	TBD
8515 After-hours / Disaster Response	125 responses
8520 Precinct Services & Administrative Support & Water Sales	
Commodity Delivery	2 per week
8525 International Cemetery	
Provide services for indigent burials	144 per year
Provide maintenance for two (2) cemeteries	102.50 acres
8530 CSR Support Services	
Sight distance mowed	100 responses
ROW litter responses	75 responses
ROW litter responses (Weekend)	325 responses
Brush control projects	50 responses

SECTION 1

**ROAD
&
BRIDGE**

PROGRAM 41

Transportation & Natural Resources Road Maintenance Division

Goals

In support of the division's strategic plan of providing a cost effective, efficient and safe roadway system: Maintain 70% of accepted roads in fair or better condition, as measured by Pavement Management (PM) condition surveys.

- Maintain 75% of arterial and collector roads in fair or better condition as measured by PM condition surveys.
- Manage and operate the County transportation system to accepted practices of the American Public Works Association (APWA).

Objective

To provide cost effective, efficient and safe roadways through rehabilitation, reconstruction, surface treatment, unpaved road maintenance, pothole patching, crack sealing and HMAC overlay to failed sections of accepted roadways; to provide preventive and reactive maintenance through the use of traffic control and pavement marking devices; to provide engineering review for traffic impact analysis studies, traffic control plans, utility cuts plans, and to respond to constituent requests regarding traffic issues in compliance with department standards.

Progress Review & Tracking

Progress review will be followed closely with end of the month and quarterly reports.

- Quarterly report dates are 01/15/12, 04/15/12, 07/15/12 and 10/15/12.
- Baselines for these projects will be scheduled and tracked utilizing HTE, MS Project, Access and Excel.

Support Staff & Their Contribution

Planning & Engineering

- Develop annual project list, respond to and recommend project and roadway design modifications and review, survey and update the Geographic Information System (GIS) database for completed projects.

Traffic Engineering

- Assure compliance with Texas Manual on Uniform Traffic Control Devices (TxMUTCD) and Texas Transportation Code.

Financial Services

- Develop materials and service contracts and process Purchase Request Form's (PRF's) and contract invoices to meet program demands.

TNR Dispatch

- Coordinate materials delivery and provide liaison with financial services for processing.

TNR Sign Shop

- Manufacture regulatory and non-regulatory signs for maintenance operations.

Identified Roadway Project Lists

All roadway projects that are listed in this work plan have been recommended for their identified improvements through the 2010 Pavement Management condition survey. Each project will be evaluated before final determination of final maintenance application is scheduled or performed. Some projects may be dropped or postponed and new projects may be added as needed.

Unidentified projects not listed at this time may be added to the project list as they are recognized. These projects would include roads/streets in proximity to scheduled projects or other projects *approved by the Division Director*.

4105 - Rehabilitation/Reconstruction

This element is a countywide roadway maintenance element. Resources will be available at the East Service Center to respond to projects in all service areas.

Actions:

- To complete approximately **0.96 miles** of Spot Reconstruction.
(Excavate and remove failed portions to full depth and replace with new HMAC materials).
- To complete approximately **8.03 miles** of Rehabilitation/Widening.
(Recycle existing roadway materials, profile roadway, add new base materials as required, and apply HMAC/Surface Treatment for new travel surface).

Performance Monitors and Measures:

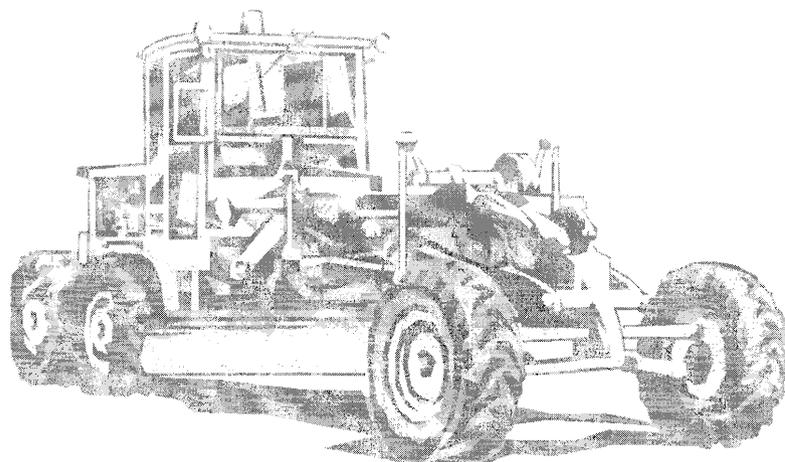
- Completion of all projects that are identified in the work plan as determined by the pavement management system.
- Assure a standard of quality on all projects by utilizing accepted industry standards for maintenance and construction of public roadways and other right-of-way (ROW) improvements, and comply with Travis County's accepted standards for road maintenance on accepted roads as amended in 2002.
- Human resources assigned are measured for performance achievement on attainment of established schedules for phased completions and adherence to overall established schedules.

Complete construction phases on schedule:

- Site Prep & Geo-Technical Assessment (Drainage Rehabilitation)
- Recycle and Sub-grade Process (Base Receipt and Process)
- Final Grade & Prime (Final Paved Surface)

* Staff Assignment & Time Investment:

Element Manager:	Eddie Jones	15%
Element Supervisor:	Danny Zieger	80%
Team Leaders:	Jeremy Featherson/ John Smith/ Arnold Hewitt	100%
Team Members:	13 – EO's 5 – RMW's	100%
Engineer:	Scott Lambert	15%



Spot Reconstruction*

Pct	Fac ID	Road Name	Begin	Ending	Miles
1	L12800	VOELKER LN	BALLERSTEDT RD	US HWY 290	0.96
				TOTAL MILES	0.96

Rehabilitation*

Pct	Fac ID	Road Name	Begin	Ending	Miles
1	N12200	SANDEEN RD	WALTON HILL PASS	BRITA OLSON RD	1.27
1	L11910	TOWER RD	SUNCREST RD	BOIS D ARC RD	1.14
3	M06500	+QUINLAN PARK	TIERRA GRANDE TRL	BELLA MAR TRL	0.33
4	E09900	ELROY RD	FAGERQUIST	JACOBSON RD	0.36
4	E09900	ELROY RD	JACOBSON RD	LARKDALE LN	0.52
4	E09900	ELROY RD	LARKDALE LN	FM 812 RD	1.21
4	E09800	MC ANGUS RD	TOWERY LN	ELROY RD	1.57
4	B08200	TURNERSVILLE RD	TRAVIS-HAYS LINE	N/S TURNERSVILLE RD	1.63
				TOTAL MILES	7.70

+ QUINLAN PARK is a widening project.

* The Annual Work Plan is a guide. Adjustments may occur due to special projects, special events (including weather related), and change of conditions.

4110 - Surface Treatment

This element is a countywide roadway maintenance element. Resources will be available at the West Service Center to respond to projects in all service areas.

Actions:

- Prepare eligible roads for Surface Treatment.
- To complete **47.61 miles** Surface Treatment including conversion roads, spot reconstruction roads and rehabilitation roads.
- To complete **13.05 miles** of Grade 6 Surface Treatment, which uses aggregate gravel rock approximately 3/16 inches or smaller.

Performance Monitors and Measures:

- Completion of all projects that are identified in the work plan derived by the pavement management system.
- Assure a standard of quality on all projects by utilizing accepted industry standards for maintenance and construction of public roadways and other ROW improvements, and complying with Travis County's accepted standards for road maintenance on accepted roads as amended in 2002.
- Human resources assigned are measured for performance achievement on attainment of established schedules for phased completions and adherence to overall established schedules.

Complete construction phases on schedule:

- Prepare roads for Surface Treatment applications.
- Pave 26.34 miles in Precinct One
- Pave 0.92 miles in Precinct Two
- Pave 3.87 miles in Precinct Three
- Pave 16.48 miles in Precinct Four
- Pave 13.05 miles in Precinct Two of Grade 6 Surface Treatment

* Staff Assignment & Time Investment:

Element Manager:	Eddie Jones	15%
Element Supervisor:	Duane White	80%
Team Leaders:	Vacant /Jayson Collins	100%
Team Members:	14 - EO's 2 - RMW's	100%
Engineer:	Scott Lambert	15%



Surface Treatment*

Pct	Fac ID	Road Name	Begin	Ending	Miles
1	J12908	ALICIA DR	MORIN DR	TRAVIS-BSTRP CO	0.20
1	H12401	ANNABELLE DR	INGRID DR	CUL-DE-SAC	0.14
1	K10200	AUS-TEX LN	BLUE GOOSE RD	CUL-DE-SAC	0.66
1	M12201	CHURCH LN	JACOBSON RD	NEW SWEDEN CHURCH ROA	0.42
1	G12200	COLEMAN BRANCH CREEK RD	WEBBERWOOD WAY	END	0.12
1	H12405	DEIDRA DR	INGRID DR	CUL-DE-SAC	0.23
1	J12605	DELORIO ST	JONAH LN	END	0.35
1	J12606	GALILEE CT	JOHAN LN	END	0.35
1	L13000	GIESE LN	FM 1100 RD	FM 1100 RD	2.37
1	H12404	GIESLA DR	INGRID DR	CUL-DE-SAC	0.07
1	N13800	HARRY LIND RD	CARLSON LN	CARLSON RD	0.67
1	J12901	INGRAM DR	END	END	0.19
1	M12100	JACOBSON RD	BOIS D ARC RD	MANDA RD	0.37
1	M12100	JACOBSON RD	NEW SWEDEN	BOIS D ARC RD	1.68
1	J12603	JONAH LN	DELORIO ST	MOSES LN	0.15
1	J12603	JONAH LN	MOSES LN	TRAPPERS TRL	0.08
1	H12407	JOTHAN DR	SYLVIA DR	CUL-DE-SAC	0.07
1	H12102	LIVEOAK LN	END	DAMITA JO DR	0.16
1	N12400	LUND CARLSON RD	HARRY LIND RD	LUND RD	0.48
1	N12400	LUND CARLSON RD	LUND RD	COUNTY LINE RD	1.06
1	N12400	LUND CARLSON RD	MANDA CARLSON RD	WELLS LN	1.22
1	N12400	LUND CARLSON RD	SKOG RD	HARRY LIND RD	0.47
1	N12400	LUND CARLSON RD	WELLS LN	WERCHAN LN	1.03
1	N12400	LUND CARLSON RD	WERCHAN LN	SKOG RD	1.03
1	N13400	LUND RD	LUND CARLSON RD	SKOG RD	1.06
1	N13400	LUND RD	SKOG RD	TRAVIS-WMSON CO	0.58
1	H12200	MARNIE DR	DEAD END	ANN SHOWERS DR	0.08
1	J12902	MORIN DR	HOG EYE RD	INGRAM DR	0.51
1	J12604	MOSES LN	JONAH LN	DEAD END	0.13
1	H12101	POSTOAK PKWY	END	DAMITA JO DR	0.16
1	N12200	**SANDEEN RD	WALTON HILL PASS	BRITA OLSON RD	1.27
1	H12408	SILVIA DR	ANN SHOWERS DR	JOTHAN DR	0.39
1	H12408	SILVIA DR	JOTHAN DR	ANN SHOWERS DR	0.41
1	M11901	SPARKS RD	FM 973	END	1.02
1	L11910	**TOWER RD	SUNCREST RD	BOIS D ARC RD	1.14
1	J12602	TRAPPERS TRL	END	VERNA ST	0.25
1	J12602	TRAPPERS TRL	VERNA ST	ANN SHOWERS DR	0.12
1	J12800	TRISTAM DR	ANN SHOWERS DR	CUL-DE-SAC	0.59
1	J12801	UNICE DR	ANN SHOWERS DR	CUL-DE-SAC	0.19
1	J12607	VERNA ST	TRAPPERS TRL	END	0.27
1	J12905	VIOLA DR	CUL-DE-SAC	LUCINDA DR	0.07
1	H12403	VIVIAN DR	CUL-DE-SAC	LUCINDA DR	0.09
1	L12800	**VOELKER LN	BALLERSTEDT RD	US HWY 290	0.96
1	G12706	WEBBER OAKS CV	WEBBERWOOD WAY	CUL-DE-SAC	0.22
1	G12705	WEBBERWOOD RIDGE DR	WEBBERWOOD WAY	CUL-DE-SAC	0.20
1	G12703	WEBBERWOOD WAY	400' N WEBBER OAKS	CUL-DE-SAC NORTH	0.10
1	M13601	WELLS RD	CARLSON LN	LUND CARLSON RD	1.91

Pct	Fac ID	Road Name	Begin	Ending	Miles
1	M13601	WELLS RD	F M 1100 RD	WELLS SCHOOL RD	0.63
1	M13601	WELLS RD	WELLS SCHOOL RD	CARLSON LN	0.43
				PCT 1 TOTAL	26.34
2	O11204	GATE DANCER LN	CUL-DE-SAC	TRAVIS WMSON CO	0.38
2	P11000	GREENRIDGE DR	1320 FT S OF CR 138	CUL-DE-SAC	0.31
2	P11506	MARTIN CV	DEAD-END WEST	MARTIN LN	0.23
				PCT 2 TOTAL	0.92
3	N07800	SPICEWOOD SPRINGS RD	3018' N OF CAP OF TX HWY	WHITECLIFF DR (NORTH INTER)	0.62
3	N07800	SPICEWOOD SPRINGS RD	WHITECLIFF DR (NORTH INTER)	YUCCA MTN	0.38
3	N07800	SPICEWOOD SPRINGS RD	YUCCA MTN	500' S OF OLD LAMPASAS TRL	1.89
3	J07210	THE HIGH RD	WESTLAKE DR	TRAIL OF MADRON	0.38
3	K07819	WESTLAKE DR	WESTLAKE CLL	THE HIGH RD	0.12
3	K07819	WESTLAKE DR	THE HIGH RD	LAKESHORE DR	0.47
				PCT 3 TOTAL	3.87
4	E09601	AIRLINE TERRACE	CUL-DE-SAC	CREEDMOOR DR	0.12
4	D10704	ALPS DR	SWISS DR	SWISS DR	0.30
4	D10705	BERN DR	SWISS DR	SWISS DR	0.32
4	D10703	CHALET DR	SWISS DR	SWISS DR	0.29
4	E09103	COLTON RD	BURLESON RD	US HWY 183	0.16
4	E09501	COLTON RD	DG COLLINS	US 183	0.35
4	E09600	CREEDMOOR DR	BARRICADE	FM 812 RD	0.42
4	E09600	CREEDMOOR DR	US HWY 183	BARRICADE	0.41
4	D10710	DOBUSH DR	ALPINE DR	SWISS DR	0.21
4	E09900	**ELROY RD	FAGERQUIST	JACOBSON RD	0.36
4	E09900	**ELROY RD	JACOBSON RD	LARKDALE LN	0.52
4	E09900	**ELROY RD	LARKDALE LN	FM 812 RD	1.21
4	E10011	FOLEY DR	ROSS RD	CUL-DE-SAC	0.39
4	D10402	FOREST GLEN CV	CUL-DE-SAC	TIMBER HILLS DR	0.19
4	D10709	GENEVA DR	SWISS DR	ALPINE DR	0.16
4	C09001	GUERRERO LN	SHIVELY LN	RODRIGUEZ RD	0.19
4	D10601	LARKDALE LN	ELROY RD	END	0.19
4	E09605	LAVA HILL RD	US HWY 183	CUL-DE-SAC	0.27
4	D10901	LINDEN LP	END OF PVT	LINDEN RD	0.36
4	D10901	LINDEN LP	END	FAGERQUIST RD	0.30
4	D10711	LUCERNE DR	SWISS DR	SWISS DR	0.18
4	D10603	MARTIN LN	ELROY RD	DEAD END (EAST)	0.16
4	E09800	**MC ANGUS RD	TOWERY LN	ELROY RD	1.57
4	F10901	NAVARRO CREEK RD	HWY 71	END	1.94
4	D10401	PANARAMA CT	TIMBER HILLS DR	CUL-DE-SAC	0.20
4	E09603	PLANEVIEW DR	US HWY 183	VIEWING PL	0.08
4	D10602	PLOVER PL	ELROY RD	END	0.84
4	D10708	RHONE DR	SWISS DR	ALPINE DR	0.17
4	C09000	SHIVELY LN	CUL-DE-SAC	US HWY 183	0.48
4	C09201	SUNBONNET CV	BLOCKER LN	CUL-DE-SAC	0.09
4	D10702	SWISS DR	ALPINE DR	ALPINE DR	1.51
4	B08200	**TURNERSVILLE RD	TRAVIS-HAYS LINE	N/S TURNERSVILLE RD	1.63
4	D10707	VEVEY DR	SWISS DR	SWISS DR	0.37
4	E09602	VIEWING PL	CUL-DE-SAC	AIRLINE TER	0.23

Pct	Fac ID	Road Name	Begin	Ending	Miles
4	D10706	ZURICK DR	SWISS DR	SWISS DR	0.32
				PCT 4 TOTAL	16.48
				ALL PCT TOTALS	47.61

** = to be started after Spot Reconstruction/Rehabilitation work is completed.

Grade 6*

Pct	Fac ID	Road Name	Begin	Ending	Miles
2	N09122	ALPHA COLLIER DR	KLATTENHOFF DR	MAPLE HOLLOW TRL	0.11
2	N09122	ALPHA COLLIER DR	MAPLE HOLLOW TRL	QUIET WOOD DR	0.21
2	N09122	ALPHA COLLIER DR	QUIET WOOD DR	WELLS PORT DR	0.15
2	N08031	AMARILLO AVE	MC NEIL DR	DALLAS DR	0.41
2	N09130	ANITA MARIE LN	MAGALENE WAY	MERRILLTOWN DR	0.19
2	N09166	BESCOTT DR	CUL-DE-SAC	CUL-DE-SAC	0.31
2	N09148	CASTLE VIEW DR	WELLS PORT DR	CERVIN BLVD	0.19
2	O09836	CENTRAL COMMERCE CIR	EARL BRADFRD	CENTRAL COMMERCE	0.20
2	O09821	CENTRAL COMMERCE DR	GRAND AVE PKWY	MAINT END	0.26
2	O09821	CENTRAL COMMERCE DR	PFLUGERVILLE LP	GRAND AVE PKWY	0.48
2	O09821	CENTRAL COMMERCE DR	FM 1825	PFLUGERVILLE LP	0.25
2	O09821	CENTRAL COMMERCE DR	CENTRAL COMMERCE CT	PICADILLY DR	0.17
2	N09132	CERVIN BLVD	BESCOTT DR	PLOVERVILLE LN	0.23
2	N09132	CERVIN BLVD	PLOVERVILLE LN	FRONIA WOODWARD	0.18
2	N09132	CERVIN BLVD	FRONIA WOODWARD	WELL PORT DR	0.11
2	N09146	CERVIN CV	CERVIN BLVD	CUL-DE-SAC	0.04
2	N09156	CHARLA CIR	ROBERT I WALKER	ROBERT I WALKER	0.05
2	N08021	CORPUS CHRISTI DR	PARMER LN	139' W OF AMARILLO AVE	0.35
2	N09143	CRYSTAL CT	KLATTENHOFF DR	CUL-DE-SAC	0.06
2	N09145	CRYSTAL SHORE DR	WELLS PORT DR	KLATTENHOFF DR	0.20
2	N08028	DIME BOX TRL	KERRVILLE FOLKW	DALLAS DR	0.21
2	O09833	EARL BRADFORD CT	CENTRAL COMMERCE	CENTRAL COMMERCE	0.08
2	O09607	EMMETT PKWY	NATURAL SPG	WELLS PORT DR	0.25
2	O09607	EMMETT PKWY	WELLS PORT DR	50' W WELLS PORT DR	0.01
2	N09162	ENDICOTT DR	WOOD CHASE TRL	CUL-DE-SAC	0.08
2	N09117	FRONIA WOODWARD RD	CERVIN BLVD	ALPHA COLLIER DR	0.05
2	O09608	FUZZ FAIRWAY	NATURAL SPG	WELLS PORT DR	0.24
2	N09105	GOLD FISH POND AVE	KLATTENHOFF DR	SPRING WAGON LN	0.19
2	O09820	GRAND AVENUE PKWY	VISION DR	VIKI LYNN PL	0.40
2	O09820	GRAND AVENUE PKWY	THREE POINTS RD	BRATTON LN	0.49
2	O09820	GRAND AVENUE PKWY	IH 35 SERVICE	THREE POINTS RD	0.23
2	N09110	GREAT WILLOW DR	ALPHA COLLIER DR	CUL-DE-SAC	0.18
2	O09609	ICEBERG LN	EMMETT PKWY	END	0.03
2	N09139	JENNAVE LN	MICHAEL WAYNE DR	GAYLORD DR	0.12
2	N09121	KLATTENHOFF DR	WELLS PORT DR	CRYSTAL SHORE DR	0.25
2	N09121	KLATTENHOFF DR	CRYSTAL SHORE DR	ROBERT I WALKER	0.35

Pct	Fac ID	Road Name	Begin	Ending	Miles
2	O09610	LONG VISTA DR	BRATTON LN	WELLS PORT DR	0.18
2	O09610	LONG VISTA DR	WELLS PORT DR	GRAND AVE PKWY	0.46
2	O09610	LONG VISTA DR	GARAND AVE PKWY	BRATTON LN	0.40
2	N08026	LUCKENBACH LN	CORPUS CHRISTI	KERVILLE FOLKW	0.33
2	N09104	MAPLE HOLLOW TRL	ALPHA COLLIER DR	GOLD FISH POND	0.10
2	N08024	MARBLE FALLS CV	MC NEIL DR	CUL-DE-SAC	0.09
2	N09120	MERRILLTOWN DR	KLATTENHOFF DR	TOWN HILL DR	0.28
2	N09120	MERRILLTOWN DR	TOWN HILL DR	BRATTON LN	0.09
2	N09120	MERRILLTOWN DR	WARFIELD WAY	KLATTENHOFF DR	0.10
2	N09120	MERRILLTOWN DR	WELLS BRANCH PKWY	WARFIELD WAY	0.17
2	N09140	MICHAEL WAYNE DR	JENNAVE LN	TERISU LN	0.11
2	O09603	NATHAN DR	NATURAL SPG	WELLS PORT DR	0.22
2	N08020	NEW BOSTON BND	CROWLEY TRL	AMARILLO AVE	0.24
2	N09141	OCEANNA CT	SANDY SIDE DR	CUL-DE-SAC	0.07
2	N09106	PLAIN ROCK PASS	MERRILTOWN DR	SPRING WAGON LN	0.06
2	N09147	PLOVERVILLE LN	BESCOTT DR	WELLS PORT DR	0.03
2	N09138	RICHARD WALKER BLVD	MICHAEL WAYNE DR	GAYLORD DR	0.14
2	N09116	ROSA WELLS LN	BIG HOLLOW DR	WATERWAY BND	0.05
2	N09144	SANDY SIDE DR	KLATTENHOFF DR	CRYSTAL SHORE DR	0.14
2	N09144	SANDY SIDE DR	GAYLORD DR	KLATTENHOFF DR	0.10
2	N09109	SPRING WAGON LN	GREAT WILLOW DR	TOWN HILL DR	0.24
2	N09133	TERISU CV	CUL-DE-SAC	TERISU LN	0.06
2	N09137	TERISU LN	MICHAEL WAYNE DR	GAYLORD DR	0.19
2	O09801	THREE POINTS RD	I35 SERVICE RD	VISION DR	0.28
2	O09801	THREE POINTS RD	VISION DR	FM 1825	0.23
2	N09107	TOWN HILL DR	MERRILTOWN DR	WATER WELL LN	0.10
2	N09108	WATER WELL LN	GREAT WILLOW DR	CUL-DE-SAC	0.22
2	O09602	WATERWAY BND	WELLS PORT DR	WELLS PORT DR	0.31
2	O09601	WATERWAY CV	WATERWAY BND	WATERWAY COVE E	0.00
	O09708	WAUKESHA DR	I35 SERVICE RD	CENTRAL COMMERCE DR	0.44
2	O09606	WELLS PORT CV	WELLS PORT DR	CUL-DE-SAC	0.01
2	O09834	WHITE RIVER BLVD	CENTRAL COMMERCE CIR	GRAND AVENUE PKWY	0.17
2	N09111	WOOD CHASE TRL	GREAT WILLOW DR	CUL-DE-SAC	0.15
				ALL PCT 2 TOTAL	13.05

* The Annual Work Plan is a guide. Adjustments may occur due to special projects, special events (including weather related), and change of conditions.

4111 – Edge and Shoulder Restoration

This element will function as a county wide element. Resources will be available at the East Service Center to respond to projects in all service areas.

Actions:

- To complete approximately **30 miles** on accepted roads.

Performance Monitors and Measures:

- Completion of all projects that are identified through the pavement management system, work order response, and an evaluation by traffic personnel.
- Assure a standard of quality on all projects by utilizing accepted industry standards for maintenance and construction of public roadways and other ROW improvements, and complying with Travis County's accepted standards for road maintenance on accepted roads as amended in 2002.
- Human resources assigned are measured for performance achievement on attainment of established schedules for phased completions. Adherence to established schedules.

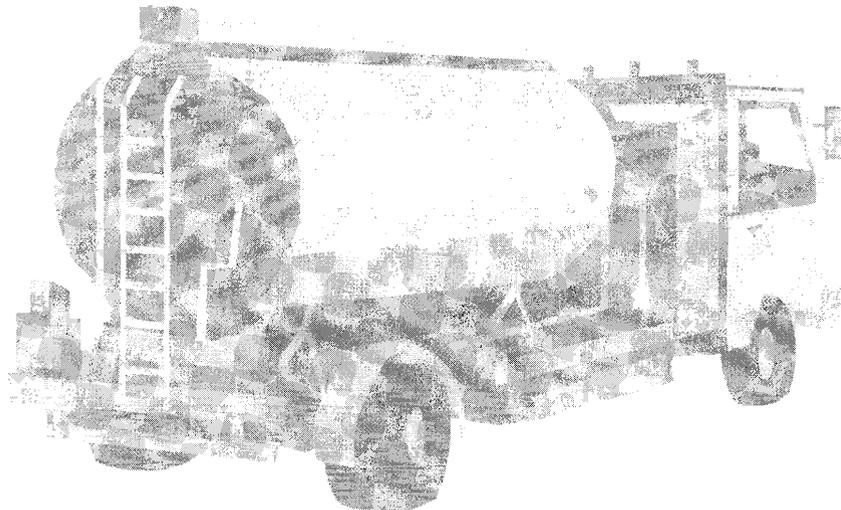
Complete maintenance applications on schedule:

Restore 30 miles:

- East Region target – **20 miles**
- West Region target – **10 miles**

* Staff Assignment & Time Investment:

Element Managers:	Eddie Jones	10%
Element Supervisors:	Lloyd Rendon	60%
Team Leaders:	David Reyes	100%
Team Members:	3 - EO's 2 - RMW's	100%



4112/4113 - Patching / Crack Seal

This element will function as a core element. Resources will be available at each service center to respond to projects in the service area.

Actions:

- To complete patch operations on **125 miles** on accepted roadways.
- To complete crack sealing operations on **125 miles** on accepted roadways
- Crack seal parks and facility projects as requested and funded.

Performance Monitors and Measures:

- Completion of all projects that are identified in the work plan derived by the pavement management system.
- Assure a standard of quality on all projects by utilizing accepted industry standards for maintenance and construction of public roadways and other ROW improvements, and complying with Travis County's accepted standards for road maintenance on accepted roads as amended in 2002.
- Human resources assigned are measured for performance achievement on attainment of established response times for external work request and proactive response schedules.

Complete maintenance applications on schedule:

Patch 125 miles:

- East Region target – 65 miles
- West Region target – 60 miles

Crack Seal 125 miles:

- East Region target – 75 miles
- West Region target – 50 miles

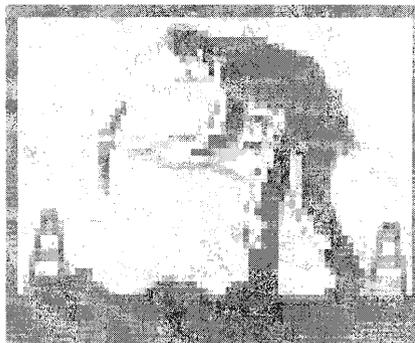
Projects are identified based on need and will change as conditions warrant and new projects are identified.

Minimum Completion Times (includes 5 day response time):

- East Region **8 days**
- West Region **6 days**

* Staff Assignment & Time Investment:

Element Manager:	Eddie Jones	10%
Element Supervisor:	Brian Cherry	90%
Team Leaders:	Jason Smith, East/Claudie Young, West	100%
Team Members:	1 – EO 13 - RMW's	100%
Engineer:	Scott Lambert	5%



4114 – HMAC Overlay/ Alternative Paving Treatments

This element is a countywide roadway maintenance element. Most work completed within this element will be administered through contracted services. The Division Manager will coordinate with financial services and the purchasing office to administer contracts.

Actions:

- To complete approximately **39.96 miles** of 1 ½" Type "C" Overlays.
 - Precinct One – 21.39 miles
 - Precinct Two – 0.95 miles
 - Precinct Three – 8.61 miles
 - Precinct Four – 9.00 miles
- To complete selected Parks and Facility Projects subject to funding.
- To complete **23.60 miles** of Alternative Paving- Asphalt Rejuvenation
-

Performance Monitors and Measures:

- Completion of all projects that are identified in the work plan derived by the pavement management system.
- Assure a standard of quality on all projects by utilizing accepted industry standards for maintenance and construction of public roadways and other ROW improvements, and complying with Travis County's accepted standards for road maintenance on accepted roads as amended in 2002.
- Adherence to established schedules.

Prepare FY09 HMAC Overlay Contracts:

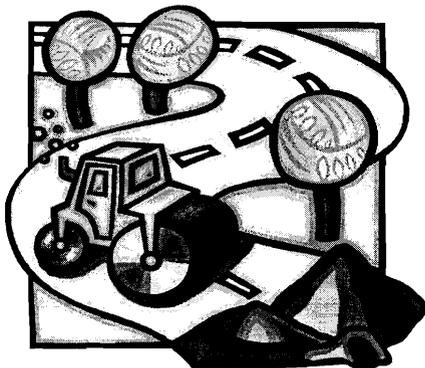
- 1 ½" Type "C" Overlay Program
- Advertise contracts by: **03/15/12**

Administer 1-1/2" Type "C" Overlay Contract:

- Begin overlay applications by: **06/15/12**
- Complete overlay applications by: **09/30/12**

Staff Assignment & Time Investment:

Division Manager:	Vacant	25%
Element Manager:	Eddie Jones	10%
Engineer	Scott Lambert	15%



1 1/2" Type "C" Mix*

Pct	Fac ID	Road Name	Begin	Ending	Miles
1	J12904	BETH DR	LUCINDA DR	CUL-DE-SAC	0.24
1	L09910	CAMERON RD	GREGG MANOR RD	SH 130 ROW SOUTH	0.55
1	L09910	CAMERON RD	SH 130 ROW NORTH	CELE RD	7.03
1	K13600	COUNTY LINE RD	LUND CARLSON RD	STATE HWY 95	0.86
1	J10600	DECKER LAKE RD	TAYLOR LN	NEZ PERCE TRC	1.09
1	J10700	HOG EYE RD	DECKER LAKE RD	BLUE BLUFF RD	0.29
1	J12110	HOG EYE RD	JONES RD	BITTING SCHOOL	1.94
1	M10000	IMMANUEL RD	HOWARD LN	558' S OF PIGEON FORGE RD	2.10
1	J12906	INGRID DR	1569' SOUTH OF DEIDRA DR	HOG EYE RD	1.63
1	J12903	LUCINDA DR	152' EAST OF VIVIAN DR	HOG EYE RD	0.59
1	H11001	NEZ PERCE TRC	DECKER LAKE RD	GLIBERT RD	1.41
1	L12600	OLD KIMBRO RD	1610' N OF US 290 E	FM 1100	1.07
1	K12010	PARSONS RD	CUL-DE-SAC S OF FORMITH ST	WILBARGER CK	2.03
1	J12909	SHOWERS DR	CUL-DE-SAC	INGRID DR	0.27
1	H12409	SIGRID DR	ANN SHOWERS DR	CUL-DE-SAC	0.29
				TOTAL PCT 1	21.39
2	O12302	BURR OAK DR	RICHLAND RD	WILSON RD	0.33
2	O12301	RICHLAND RD	F M 973 RD	862' W OF BURR OAK DR	0.43
2	O12303	WILSON RD	BURR OAK DR	989' W OF BURR OAK DR	0.19
				TOTAL PCT 2	0.95
3	M05802	AGARITA RD	COMMANDERS POINT DR	1339' W OF COMMANDERS POINT	0.25
3	M05801	COMMANDERS POINT DR	MANSFIELD PARK RD	AGARITA RD	0.16
3	M06501	HUGHES PARK RD	MARSHALL FORD RD	DEAD END	1.59
3	L05212	JACKS PASS	RUNNING DEER TRL	RUNNING DEER TRL	0.24
3	E06304	KELLYWOOD DR	BRODIE LN	259' W OF RIVER FOREST DR	0.26
3	K07005	OAK SHORES	ROBBINS RD	989' W OF PEARCE RD	0.69
3	M06500	QUINLAN PARK RD	TIERRA GRANDE TRL	BELLA MAR TRL	0.33
3	K07007	ROBBINS RD	OAK SHORES	730' S OF OAK SHORES	0.13
3	N05609	ROCKY RIDGE RD	HUDSON BEND RD	ENTIRE LENGTH	1.71
3	L05110	RUNNING DEER TRL	INDIAN CREEK RD	LONG BOW TRL	1.60
3	K05200	SELMA HUGHES PARK RD	QUINLAN PARK RD	SELMA HUGHES PARK ENTRANCE	0.97
3	N07801	TEXAS PLUME RD	SPICEWOOD SPRING RD	D-K RANCH RD	0.33
3	N07805	YAUPON DR	SPICEWOOD SPRING RD	SPICEWOOD SPRING RD	0.36
				TOTAL PCT 3	8.61
4	D08001	CHERYL LYNN RD	OLD LOCKHART HW	CUL-DE-SAC	0.35
4	E09900	ELROY RD	MC ANGUS RD	FAGERQUIST RD	1.66
4	E09900	ELROY RD	FAGERQUIST RD	FM 812 RD	2.09
4	D10100	KELLAM LN	ELROY RD	DEAD-END NORTH	0.81
4	E09800	MC ANGUS RD	SH 130	ELROY RD	1.57
4	D09200	MC KENZIE RD	US HWY 183	FM 973 RD	1.19
4	D08901	RODRIGUEZ RD	FM 1625 RM	MAHA CIR	1.33
				TOTAL PCT 4	9.00
				TOTAL ALL PCTS	39.95

* The Annual Work Plan is a guide. Adjustments may occur due to special projects, special events (including weather related), and change of conditions.

Parks (LCRA) Projects**

Pct	Park	Details	Area (Sq Yds)	Type
4	Pace Bend Park	Unimproved Roads at Pace Bend	11,111	Excavation, base prep, & C-Mix

**These projects are subject to funding.

Travis County Parks Projects**

Pct	Park Name	Details	Area (Sq Yds)	Type
4	Southeast Metro Park	Trail Head rectangle parking	1,337	Excavation, base prep, & C-Mix
4	Southeast Metro Park	West Picnic Area Parking Lot	4,456	Excavation, base prep, & C-Mix
4	Southeast Metro Park	Entry Road to west picnic parking lot	8,832	Excavation, base prep, & C-Mix

**These projects are subject to funding.

Criminal Justice – Gardner Betts Juvenile Center Projects**

Pct	Location	Details	Area (Sq Yds)	Type
4	Gardner-Betts Juvenile Justice Center	East (north) parking lot	932 SY	Remove & replace HMA surface
4	Gardner-Betts Juvenile Justice Center	East (middle) parking lot	697 SY	Remove & replace HMA surface
4	Gardner-Betts Juvenile Justice Center	East (south) parking lot	386 SY	Remove & replace HMA surface

**These projects are subject to funding (including funds for restriping).

Rejuvenation*

Pct	Fac ID	Road Name	Begin	Ending	Miles
1	G10406	BOATWRIGHT CV	WESTALL ST	CUL-DE-SAC	0.05
1	N09906	BURNSALL GATES DR	MERSEYSIDE	CONNER DOWN	0.08
1	G10407	CASTLEMAN DR	KINCHELOE ST	SOJOURNER ST	0.02
1	G10407	CASTLEMAN DR	SOJOURNER ST	DEAD END	0.26
1	N09907	CASTLETON DR	LETTI LN	CONNER DOWN	0.05
1	N09908	CONNER DOWNS DR	TAYSIDE	MERSEYSIDE DR	0.29
1	N09909	CRIEFF CROSS DR	CONNER DOWN	MERSEYSIDE	0.11
1	G10412	FALLENASH DR	KINCHELOE ST	SOJOURNER ST	0.17
1	N09911	FLATTER'S WAY	MARCELLA LN	END	0.05
1	G10414	GALBRAITH CV	WESTALL ST	CUL-DE-SAC	0.05
1	G10417	KINCHELOE ST	SOJOURNER ST	CASTLEMAN DR	0.09
1	M09412	LETTI LN	LOTHIAN DR	CUL-DE-SAC	0.25
1	M09413	LOTHIAN DR	CONNER DOWNS	LETTI LN	0.23
1	N09902	MARICELLA LN	CUL-DE-SAC	END	0.18
1	N09901	MERSEYSIDE DR	146' W OF CAMBOURNE DR	148' E CONNER DOWNS	0.49
1	N09901	MERSEYSIDE DR	148' E CONNER DOWNS	HARRIS RIDGE BLVD	0.04
1	N09901	MERSEYSIDE DR	HARRIS RIDGE BLVD	CUL-DE-SAC EAST	0.04
1	N09901	MERSEYSIDE DR	LETTI LN	146' W OF CAMBOURNE DR	0.10
1	G10422	ROSSEAU ST	SOJOURNER ST	HUNTERS BEND RD	0.13
1	N09940	SEBASTIAN BND	HARRIS RIDGE BLVD	HARRIS RIDGE BLVD	0.11
1	G10425	SOJOURNER ST	KINCHELOE ST	CASTLEMAN DR	0.19
1	G10425	SOJOURNER ST	SANDIFER ST	WESTALL ST	0.27
1	G10425	SOJOURNER ST	WESTALL ST	KINCHELOE ST	0.26
1	M09416	TAYSIDE DR	LETTI LN	END	0.07
1	G10426	VANDEVER ST	END	HUNTERS BEND RD	0.15
1	G10428	WESTALL ST	END	HUNTERS BEND RD	0.16
1	N09910	WILTSHIRE DR	MERSEY SIDE	CAMBOURNE DR	0.04
2	N08023	CROWLEY TRL	MARBLE FALLS CV	AMARILLO AVE	0.20
2	M09418	DAWLISH DR	CAMBOURNE LN	MERSEYSIDE DR	0.07
2	N08027	HONDO BND	CORPUS CHRISTI	KERVILLE FOLKW	0.13
2	N08025	KERRVILLE FOLKWAY	CORPUS CHRISTI	WILLIAMSON CO LINE	0.24
2	N08029	LUBBOCK LN	CROWLEY TRL	NEW BOSTON BND	0.12
2	N08022	SHINER ST	CORPUS CHRISTI	KERVILLE FOLKW	0.23
2	N08030	SINTON LN	CROWLEY TRL	NEW BOSTON BND	0.11
3	E06804	ACCOMAC DR	GUN FIGHT LN	BRODIE LN	0.36
3	E06808	ALOYSIA DR	CUL-DE-SAC	SESBANIA DR	0.18
3	E06824	AMMUNITION DR	SESBANIA DR	CUL-DE-SAC	0.17
3	E06805	ANTIETAM TRL	CAPSICUM CV	ACCOMAC DR	0.09
3	E06721	APACHE FOREST DR	BRODIE LN	SHADY VALLEY DR	0.28
3	E06727	BAGGINS CV	SILMARILLION TRL	CUL-DE-SAC	0.07
3	D06200	BARKER HOLLOW CV	BARKER HOLLOW PASS	CUL-DE-SAC	0.09
3	D06201	BARKER HOLLOW PASS	EDWARDS HOLW	LOST OASIS	0.51
3	D06202	BEAR HOLLOW CV	CUL-DE-SAC	BARKER HOLLOW PASS	0.03
3	D06203	BEARS DEN CT	BARHER HOLLOW PASS	CUL-DE-SAC	0.06
3	D06205	BLACK MESA CV	BLACK MESA HW	CUL-DE-SAC	0.03

Pct	Fac ID	Road Name	Begin	Ending	Miles
3	E06611	BLACK MESA HW	LOST OASIS HW	RED MESA HW	0.23
3	E06102	CARNELIAN DR	REYNOSA	COTULLN	0.18
3	E06608	CORNER BROOK CV	CORNER BROOK PA	CUL-DE-SAC	0.05
3	E06603	CORNER BROOK PASS	GREEN EMERALD	LOST OASIS HW	0.46
3	E06101	COTULLA DR	LOST OASIS HOLW	REYNOSA	0.28
3	E06828	CULBERSON DR	SQUIRREL HW	DOE RUN	0.21
3	E06730	DENIM TRL	SILMARILLION TRL	END	0.18
3	E06818	DEPUTY DR	FORT WORTH TRL	END	0.04
3	E06801	DOE RUN	SHACKELFORD DR	BRODIE LN	0.37
3	E06801	DOE RUN	SQUIRREL HW	SHACKELFORD DR	0.25
3	E06604	EBONY HOLLOW CV	EBONY HOLLOW PA	CUL-DE-SAC	0.09
3	E06605	EBONY HOLLOW PASS	CORNER BROOK PA	GREEN EMERALD TER	0.28
3	E06612	EDWARDS HOLLOW CV	EDWARDS HOLW	CUL-DE-SAC	0.08
3	E06613	EDWARDS HOLLOW RUN	BRODIE LN	LOST OASIS HW	0.24
3	E06613	EDWARDS HOLLOW RUN	K9 WORLD DRIVEWAY	AUSTIN CLL	0.00
3	E06613	EDWARDS HOLLOW RUN	LOST OASIS HW	K9 WORLD DRIVEWAY	0.53
3	E06718	ESPERANZA DR	REYNOSA DR	TECATE TRL	0.22
3	E06816	FORT WORTH TRL	CULDESAC	CULDESAC	0.23
3	E06601	GREEN EMERALD TERRACE	BRODIE LN	SILMARILLION TRL	0.45
3	E06601	GREEN EMERALD TERRACE	SILMARILLION TRL	END	0.41
3	E06831	GUN FIGHT LN	BLCKSMITH LN	SHOOT OUT CT	0.13
3	E06831	GUN FIGHT LN	GATLING GUN LN	CUL-DE-SAC	0.06
3	E06831	GUN FIGHT LN	SESBANIA DR	BLACKSMITH LN	0.13
3	E06831	GUN FIGHT LN	SHOOT OUT CT	GATLING GUN LN	0.16
3	E06821	GUN POWDER CT	GUN FIGHT LN	CUL-DE-SAC	0.02
3	E06103	HELENIA DR	LOST OASIS	END	0.02
3	E06724	HOBBITON TRL	DENIM TRL	STRIDER DR	0.21
3	E06724	HOBBITON TRL	STRIDER DR	GREEN EMERALD	0.24
3	E06823	HOLSTER CT	CUL-DE-SAC	FESTUS DR	0.02
3	E06720	INDIAN POINT DR	BRODIE LN	CENSUS BLK BDRY	0.45
3	E06201	INDIAN SMT	INDIAN SMT	APPALOOSA RUN	0.06
3	E06606	LOST CAVERN CV	CUL-DE-SAC	LOST OASIS HW	0.09
3	E06607	LOST OASIS HW	BUFFALO GRV	GREEN EMERALD	0.33
3	E06607	LOST OASIS HW	EDWARDS HOLW	BUFFALO GRV	0.56
3	E06607	LOST OASIS HW	GREEN EMERALD T	END	0.85
3	E06602	LOST PINE CV	CUL-DE-SAC	CORNER BROOK PA	0.02
3	E06809	MENODORA DR	CUL-DE-SAC	SESBANIA DR	0.19
3	E06615	ONION HOLLOW CV	CUL-DE-SAC	ONION HOLLOW RUN	0.03
3	E06614	ONION HOLLOW RUN	GREEN EMERALD	LOST OASIS HW	0.53
3	E06815	PERENNIAL CT	CUL-DE-SAC	SESBANIA DR	0.02
3	E06702	PIUTE TRL	END	SUNDOWN TRL	0.03
3	E06702	PIUTE TRL	SADDLE MTN	SUNDOWN TRL	0.16
3	E06600	RED HAWK CV	CUL-DE-SAC	GREEN EMERALD TRC	0.04
3	E06609	RED MESA HW	LOST OASIS HW	END	0.29
3	D07020	REGAL ROW	MANCHACA RD	CUL-DE-SAC	0.20
3	E06713	REYNOSA DR	STORMY RIDGE RD	LOST OAKS	0.61
3	E06200	RIVER FOREST DR	APACHE FOREST DR	KELLYWOOD DR	0.12

Pct	Fac ID	Road Name	Begin	Ending	Miles
3	D06204	RIVER ROCK CT	BARKER HOLLOW PASS	CUL-DE-SAC	0.07
3	E06100	SABINAL MESA DR	END	REYNOSA DR	0.14
3	E06703	SADDLE MOUNTAIN TRL	CAPISTRANO TRL	SADDLESTRING TRL	0.10
3	E06703	SADDLE MOUNTAIN TRL	SADDLESTRING TRL	GREEN EMERALD	0.45
3	E06807	SESBANIA DR	END	WHISKEY RIVER D	0.23
3	E06807	SESBANIA DR	WHISKEY RIVER D	BRODIE LN	0.41
3	E06800	SHADY HOLLOW DR	SQUIRREL HW	CUL-DE-SAC	0.39
3	E06708	SHADY VALLEY DR	INDIAN POINT DR	BRODIE LN	0.21
3	E06708	SHADY VALLEY DR	SHADY HOLLOW DR	BRODIE LN	0.29
3	E06822	SHERIFF CT	CUL-DE-SAC	SESBANIA DR	0.02
3	E06817	SHOTGUN LN	CUL-DE-SAC	GATLING GUN LN	0.09
3	E06714	SILMARILLION TRL	CAPISTRANO TRL	DENIM TRL	0.20
3	E06714	SILMARILLION TRL	DENIM TRL	GREEN EMERALD	0.42
3	E06704	SOCORRO TRL	SADDLE MTN	SUNDOWN TRL	0.25
3	E06201	STORMY RIDGE RD	KELLYWOOD DR	ESPERANZA DR	0.44
3	E06715	TECATE TRL	CAPISTRANO TRL	END	0.31
3	E06826	WHISKEY RIVER DR	END	SESBANIA DR	0.39
4	E10507	CAMPINA CROSSING	STONE MEADOW DR	PLAINS VALLEY DR	0.18
4	E10505	CHAMBERS PEAK CV	SAVANNA CANYON DR	CUL-DE-SAC WEST	0.06
4	E10514	FERRYSTONE CV	FERRYSTONE PASS	CUL-DE-SAC EAST	0.04
4	E10511	FERRYSTONE GLEN DR	ROSS RD	HEINE FARM RD	0.15
4	E10512	FERRYSTONE PASS	STONE MEADOW DR	CUL-DE-SAC NORTH	0.24
4	E10508	PANDA ROYLE DR	STONE MEADOW DR	PLAINS VALLEY DR	0.16
4	E10515	PLAINS CREST DR	STONE MEADOW DR	CUL-DE-SAC NORTH	0.26
4	E10503	PLAINS VALLEY DR	CUL-DE-SAC WEST	PLAINS CREST DR	0.23
4	E10513	PRAIRIE GLEN CT	FERRYSTONE PASS	CUL-DE-SAC EAST	0.04
4	E10506	SAVANNA CANYON CT	SAVANNA CANYON DR	CUL-DE-SAC WEST	0.05
4	E10504	SAVANNA CANYON DR	STONE MEADOW DR	DE N OF PLAINS VALLEY DR	0.23
4	E10509	STONE MEADOW DR	DE W OF SAVANNA CANYON DR	HEINE FARM RD	0.32
					23.60

* The Annual Work Plan is a guide. Adjustments may occur due to special projects, special events (including weather related), and change of conditions.

4115 - Signs/Barricade Maintenance

This element will function as a core element. Resources will be available at each service center to respond to projects internal to the service area.

Actions:

- Inspect, maintain and install approximately **6500 devices**.

Performance Monitors and Measures:

Maintain and install traffic signs & devices in compliance with the 2011 TxMUTCD.

- Provide preventative and responsive maintenance to all traffic control devices on accepted roadways.
- All signs replaced and all new signs installations shall be "crash worthy" in accordance with the National Cooperative Highway Research Program (NCHRP) Report 350, "Recommended Procedures for the Safety Performance Evaluations of Highway Features."
- Human resources assigned are measured for performance achievement on attainment of established response times for external work requests and total devices.

Minimum Response Times:

- Emergency Responses (Regulatory): **2 hours**
- Other Regulatory Devices: **5 days**
- Non-Regulatory Devices: **10 days**

* Staff Assignment & Time Investment:

Program Manager:	David Greear	20%
Element Supervisor:	Jaime Garcia	30%
Team Members:	6 – RMW Sr's	100%
	2 – RMW Sr's	50%



4116 - Roadway Striping

This element is a countywide roadway maintenance element. Resources will be available at the East Service Center to respond to projects in all service areas.

Actions:

- Re-paint centerline and edgeline striping for **450 miles** of striped roadways within the County.
- Repaint all non-thermoplastic pavement legends and crosswalks annually.
- Maintain all thermoplastic legends and crosswalks on an as-needed basis.
- Install new and maintain existing raised pavement markers as needed.
- Layout and stripe individualized striping plans as directed by the traffic engineering department.
- Restripe Parks and Facilities parking lots and roads upon transfer of funds on a job by job basis.

Performance Monitors and Measures:

- Maintain traffic asphalt markings and legends in compliance with 2011 TxMUTCD.
- Assure a standard of quality on all projects by utilizing accepted industry standards for maintenance and construction of public roadways and other ROW improvements, and complying with Travis County's accepted standards for road maintenance on accepted roads as amended in 2002.
- Human resources assigned are measured for performance achievement on attainment of established schedules for phased completions and adherence to established schedules.

Complete re-striping phases on schedule:

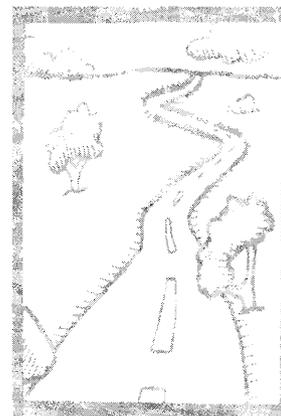
- Schedule striping to coincide with proposed pavement maintenance and rehabilitation projects.
- All other striping is scheduled as indicated below in rotation through the County.

Staff Assignment & Time Investment:

Program Manager:	David Greear	20%
Element Supervisor:	Jaime Garcia	30%
Team Leader:	Steve Etheridge	100%
Team Members:	2 – EO's	100%
	2 – RMW Sr's	50%

Schedule:

Location	Miles	Start Date	Finish Date
Precinct 1 and Overlay/Chip Seal Roads	124	4/30/12	9/28/12
Precinct 2	36	3/26/12	4/27/12
Precinct 3	178	11/21/11	3/23/12
Parks/Facilities	30*		
Precinct 4	82	10/01/11	11/18/11
Total Mileage	450		



*equivalent in mileage for 10 days of labor to restripe parking lots

4118 - Traffic Engineering

This element is a countywide roadway maintenance element. Resources will be available at the Executive Office Building to respond to requests from all service areas.

Actions:

- Respond to approximately **210** constituent requests regarding traffic issues from all service areas.

Performance Monitors and Measures:

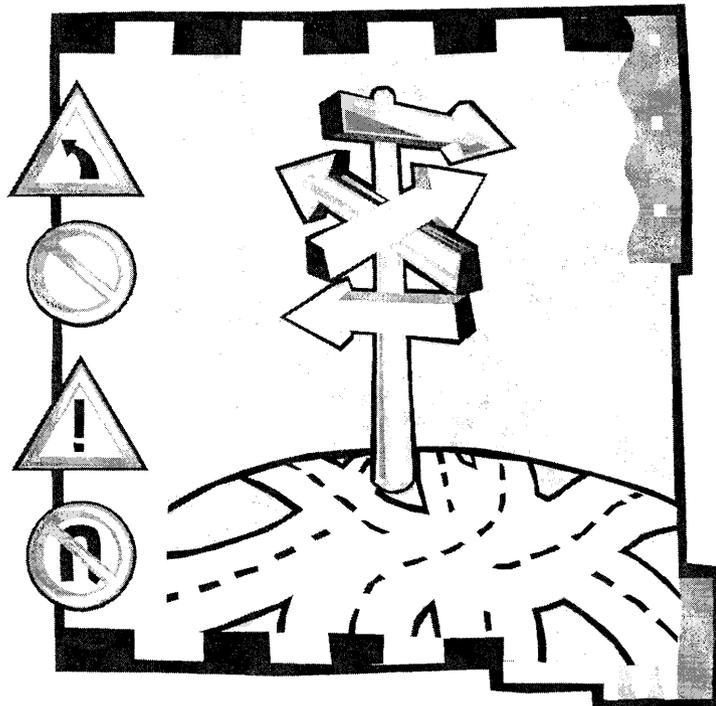
- Respond to constituent requests regarding traffic issues from all service areas within a timely manner.
- Prepare signal warrant studies, all-way stop studies, school zone studies, ball bank analyses, and speed limit studies. All studies must be in compliance with the 2011 TxMUTCD.
- Prepare work orders for required signing and/or striping based on engineering analysis.
- Provide engineering review for traffic impact analysis, traffic control plans & utility cuts.
- Human resources assigned are measured for performance achievement on attainment of established schedules for phased completions. Adherence to established schedules.

Minimum Response Times:

- Field inspect and respond: **2 weeks**
- Complete engineering studies: **8 weeks**

Staff Assignment & Time Investment:

Program Manager:	David Greear	30%
Team Members:	Scott Lambert	35%
	Joe Hall	100%
	Jaime Mancillas	100%



4120 - Secondary Drainage

This element will function as a core right-of-way maintenance element. Resources will be available at each service center to respond to projects internal to the service area.

Actions:

- Implement standards and concepts utilizing the Texas Pollutant Discharge Elimination System (TPDES) requirements.
- Complete **325** drainage projects <500 hours.
- Complete **5** drainage projects >500 hours.
- Complete drainage rehabilitation projects that are identified for internal staff assignment and in-house completions.

Performance Monitors and Measures:

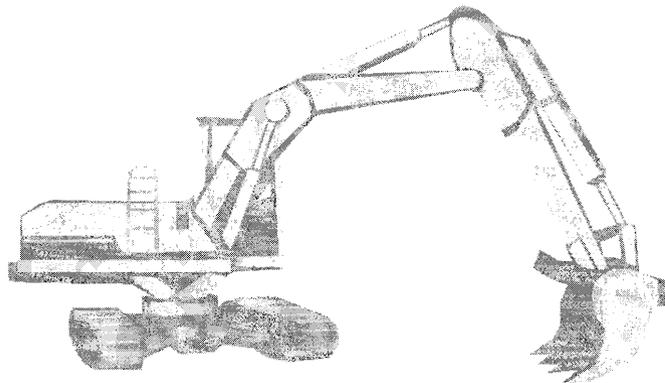
- Evaluate, stage resources & locate utilities.
- Human Resources assigned are measured for performance achievement on attainment of established response times for external work requests and adherence to established schedules.
- Assure a standard of quality on all projects by utilizing accepted industry standards for maintenance and construction of public roadways and other ROW improvements, and complying with Travis County's accepted standards for road maintenance on accepted roads as amended in 2002.

Complete Construction Phases on Schedule:

- Place erosion control devices.
- Rehab existing structure.
- Repair the affected roadway.
- Remove erosion control devices.

* Staff Assignment & Time Investment:

Element Manager:	Howard Herrin	15%
Element Supervisors:	Tracy Smith, East / Lester Lehman, West	50%
Team Leaders:	Sonya Padier, Kevin James, East	100%
	Victor Sequeira, Matthew Gibson, West	100%
	Mike Sanders, East / Vacant, West	100%
Team Members:	16 - EO's 14 - RMW's	100%
Engineer:	Steve Schiewe	50%



4121 - Drainage Structure Rehabilitation

This element will function as a core right-of-way maintenance element. Resources will be available at each service center to respond to projects internal to the service area.

Actions:

- Implement standards and concepts utilizing TPDES requirements.
- Complete drainage rehabilitation projects as identified from work requests in secondary drainage.
- Complete comprehensive countywide drainage study.

Performance Monitors and Measures:

- Evaluate, stage resources & complete improvements.
- Assure a standard of quality on all projects by utilizing accepted industry standards for maintenance and construction of public roadways and other ROW improvements, and complying with Travis County's accepted standards for road maintenance on accepted roads as amended in 2002.
- Human resources are shared between this program and Program 4120 Secondary Drainage.

Complete Construction Phases on Schedule:

- Place erosion control devices.
- Rehab existing structure.
- Repair the affected roadway.
- Remove erosion control devices.

Staff Assignment & Time Investment:

Element Manager:	Howard Herrin	10%
Element Supervisors:	Tracy Smith, East / Lester Lehman, West	30%
Engineer:	Steve Schiewe	50%



4125 - ROW Vegetation Control

This element will function as a core element at each service center to respond to projects internal to each service area.

Actions:

- Complete **2700 miles** of ROW strip mowing.
- Complete **300 miles** of herbicide application.
- Complete **100 miles** of brush trimming.

Performance Monitors and Measures:

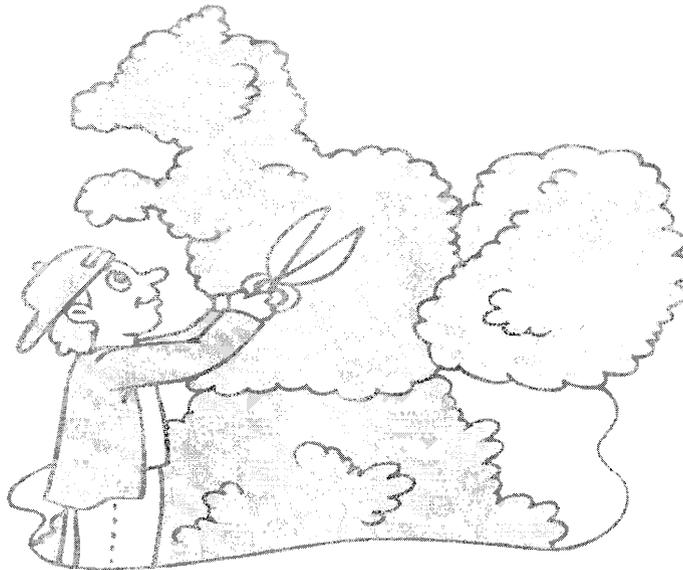
- Meet or exceed the Federal and State environmental laws and County policies.
- Evaluate, stage resources & complete improvements.
- Assure a standard of quality on all projects by utilizing accepted industry standards for maintenance and construction of public roadways and other ROW improvements, and complying with Travis County's accepted standards for road maintenance on accepted roads as amended in 2002.
- Human resources assigned are measured for performance achievement on attainment of established response times for external work requests and to adherence to the established mowing rotation schedule.

Response Times for Zone Area Mowing & Line-of-Sight Response Request:

- Line-of-Site responses: **3 days**
- Zone mowing operations in each precinct are scheduled by proximity locations and annualized rotation:
East – 3 cycles per year / **West** – 3 cycles per year.

* Staff Assignment & Time Investment:

Element Manager:	Howard Herrin	10%
Element Supervisors:	Curtis Mills, East / Kevin Kunkel, West	45%
Team Leaders:	Eddie Blake, East / Bryan Meredith, West	100%
Team Members:	15 - RMW's	100%



FY 12 Vegetation Control

Mowing Schedule

Location	FIRST CUT		SECOND CUT		THIRD CUT	
	From	To	From	To	From	To
PCT 1						
Zone A	5/15/2012	6/5/2012	7/9/2012	7/30/2012	9/3/2012	9/24/2012
Zone B	6/7/2012	6/28/2012	8/1/2012	8/22/2012	9/26/2012	10/17/2012
Zone C	5/15/2012	6/5/2012	7/9/2012	7/30/2012	9/3/2012	9/24/2012
Zone D	6/7/2012	6/29/2012	8/1/2012	8/23/2012	9/26/2012	10/18/2012
PCT 2						
Zone A	5/15/2012	6/7/2012	7/9/2012	8/1/2012	9/3/2012	9/26/2012
WSC/PCT 3						
North						
Zone A	5/15/2012	6/4/2012	7/9/2012	7/27/2012	8/28/2012	9/17/2012
Zone B	6/6/2012	6/27/2012	7/31/2012	8/21/2012	9/19/2012	10/10/2012
Zone C	5/15/2012	5/30/2012	7/9/2012	7/24/2012	8/28/2012	9/12/2012
Zone D	6/1/2012	6/27/2012	7/26/2012	8/21/2012	9/14/2012	10/10/2012
South						
Zone A	5/15/2012	5/31/2012	7/9/2012	7/25/2012	8/28/2012	9/13/2012
Zone B	6/4/2012	6/29/2012	7/27/2012	8/23/2012	9/17/2012	10/12/2012
Zone C	5/15/2012	6/6/2012	7/9/2012	7/31/2012	8/28/2012	9/19/2012
Zone D	6/8/2012	7/2/2012	8/2/2012	8/24/2012	9/21/2012	10/15/2012
PCT 4						
Zone A	5/15/2012	6/1/2012	7/9/2012	7/26/2012	9/3/2012	9/20/2012
Zone B	6/1/2012	6/19/2012	7/26/2012	8/13/2012	9/20/2012	10/8/2012
Zone C	6/19/2012	7/6/2012	8/13/2012	8/30/2012	10/8/2012	10/25/2012

Herbicide Applications Schedule

TASK	DURATION (in days)	START	END
TEAM #1 and #2	155		
Spray Application			
PCT. 4 – Spray Application	15		
PCT. 1 – Spray Application	15		
PCT. 2 – Spray Application	10		
Spot Application- Summer			
PCT. 4	10		
PCT. 1	10		
PCT. 3	10		
PCT. 2	10		
Spot Application - Fall		Mon 3/05/12	Fri 10/05/12
PCT. 4	10		
PCT. 1	10		
PCT. 3	10		
Type C Overlay	15		
Chip Seal Program			
PCT. 3	10		
PCT. 2	5		
PCT. 4	5		
PCT. 1	10		

4127 - Work Order Response

This element will function as a core element. Resources will be available at each service center to respond to projects internal to each service area.

Actions:

- Support Community Service Restitution programs with equipment and personnel on larger projects.
- Respond to **500** miscellaneous work requests on accepted ROW's and complete Christmas tree recycling in January.
- Respond to requests for the removal and disposal of **300** dead animals on accepted ROW's.

Performance Monitors and Measures:

- Evaluate, stage resources & complete all requested responses on County ROW's.
- Human resources assigned are measured for performance achievement on attainment of established response times for external work requests and to adherence to the established mowing rotation schedule.

Minimum Response Times:

- Dead animals: **2 days**
- Litter requests: **10 days**

Staff Assignment & Time Investment:

Element Manager:	Howard Herrin	10%
Element Supervisor:	Curtis Mills, East	10%
	Kevin Kunkel, West	10%
	Jaime Garcia, Traffic (Dead animal response)	5%
Team Leaders:	Doug Todd	100%
Team Members:	2- EO's	100%
	(CSR – Trustee's, Probation resources)	50%



4128 - Pedestrian Way Maintenance

This element is a county wide roadway maintenance element. Work will be completed utilizing both county crews as well as contracted services. The Traffic Engineering section will coordinate and administer outside contracts.

Actions:

- Install curb ramps at all locations where sidewalks cross curb lines.
- Bring non-ADA compliant sidewalks, driveways, and curb ramps into compliance.
- Provide ADA compliant pedestrian routes near schools and pedestrian generators.
- Bring non-ADA compliant sidewalks into compliance along roadways scheduled for overlays and reconstruction.

Performance Monitors and Measures:

- Repair and replace sidewalks with cross slopes over 2%, and any elevation changes of more than ¼". Replace any curb ramps with slopes greater than 12:1 and landings of less than 4 feet by 4 feet.
- Sidewalks repaired using County crews will be managed by the pedestrian way road maintenance supervisor utilizing a bid time process.
- Sidewalks repaired using contracted services will be managed by the Traffic Engineering section.
- See attached FY12 Project listing for sidewalks repaired using both contracted services as well as County Crews.
- Individual constituent requests will be reviewed, evaluated, and completed by County crews.

Staff Assignment & Time Investment:

Program Manager/Contract Services:	David Greear	10%
Manager Field Services:	Eddie Jones	15%
Element Supervisor:	Lloyd Rendon	30%
Engineer:	Scott Lambert	15%
Team Leader:	Gabriel Rebollar	100%
Team Members:	4 – EO's / 2 – RMW's	100%



ADA Sidewalk Repair Projects

FY12 Sidewalk Repair Projects

The FY12 ADA Sidewalk Repair list is based on criteria outlined in the 2007 Transition Plan for bringing sidewalks into compliance with the Americans with Disabilities Act.

COMPLETED BY COUNTY CREWS*

Closest ADA	Feature	Roadway	Limits	Replace Curb Ramp	New Sidewalk	Repair Sidewalk (EA)	Total Sidewalk (LF)
Briar Creek Neighborhood							
		Blake Manor (west I/S) to Blake Manor (east I/S)			80'	19	460'
		Melstone Dr	Lima Dr to end			5	60'
		Hungry Horse Dr	Cutback Dr to end			5	60'
		Golden Valley Dr	Briarcreek Lp to Briarcreek Lp			2	20'
		Powder Creek Dr	Briarcreek Lp to Briarcreek Lp			6	80'
		Great Valley Dr	Briarcreek Lp to Briarcreek Lp			8	80'
		Total:			80'	45	980'
Popham Elementary							
		Gemmer Street	Apperson to Tickford			6	120'
		Maybach Drive	Gemmer to end		10'	7	150'
		Railton Drive	Maybach to Proud Panda	1	120'	3	180'
		Proud Panda Drive	Elroy to end	2		8	160'
		Total:		3	130'	24	610'
Gus Garcia Middle School							
		Point North Drive	Johnny Morris Road to mailboxes		400'		400'
		County Crew TOTAL		3	610'	69	1,990'

* The Annual Work Plan is a guide. Adjustments may occur due to special projects, special events (including weather related), and change of conditions.

COMPLETED BY CONTRACT SERVICES

Closest ADA Feature	Roadway Limits	Replace Curb Ramp	New Sidewalk	Sidewalk shaving	
Popham Elementary					
Apperson Street	Elroy Road to Proud Panda	1	50'	22	490'
Apperson Street	Proud Panda to Ross Road		30'	2	70'
Tickford Drive	Moores Crossing to Gemmer		10'	10	210'
Darrin Lane	Moores Crossing to Apperson	1		3	60'
Cozette Drive	Moores Crossing to Hewers Dr			2	40'
Cozette Court	Cozette Drive to end			2	40'
Hewers Drive	Darrin Lane to end		20'	6	140'
Humber Cove	Apperson to end			1	20'
Schebler Street	Apperson to Morning View		130'	3	190'
Wardman Drive	Maybach to end		25'	8	185'
Corum Ridge Cove	Wardman to end	1		2	40'
Great Panda Cove	Apperson to end			3	60'
Black Panda Trail	Apperson to end			1	20'
	Total:	3	265'	65	1,565
River Ridge Elementary					
Bella Mar Drive	Quinlan Park Road to mailboxes		330'		330'
	Contracted Services TOTAL	3	595'	65	1,895'

SECTION 2

**ROAD
&
BRIDGE**

**PROGRAM 43
SIGN FABRICATION**

Transportation & Natural Resources Sign Fabrication Division

Goals

In support of the division's strategic plan of providing a cost effective, efficient and safe transportation system:

- Reduce cycle time in responding to external customer requests, as measured by the work request system.
- Meet or exceed the Federal and State environmental laws and County policies.

Objective

- To fabricate signs and ROW traffic control devices for all departments in compliance with the Division operating standards.

Progress Review & Tracking

Progress review will be followed closely with end of the month and quarterly reports.

- Quarterly report dates are 1/15/12, 4/15/12, 7/15/12 and 10/15/12.
- Monthly excel reports will be utilized to determine the percentage of constituents we are responding to within the minimum dedicated timeframes.

Support Staff & Their Contribution

Engineering Services

- Respond to requests concerning compliance issues related to traffic sign fabrications.

Financial Services

- Review and update materials and service contracts for related programs. Process PRF's and contract invoices to meet program demands.

4305 - Sign Fabrication

This element is a countywide customer services element. Resources will be available at the East Service Center to respond to requests from all departments. The Road Maintenance Supervisor for traffic control will coordinate the resources for this element.

Actions:

- Fabricate **6500** signs and ROW traffic control devices for Road Maintenance Division.
- Fabricate signs and other graphics for other departments in compliance with the Division's operating standards.

Performance Monitors and Measures:

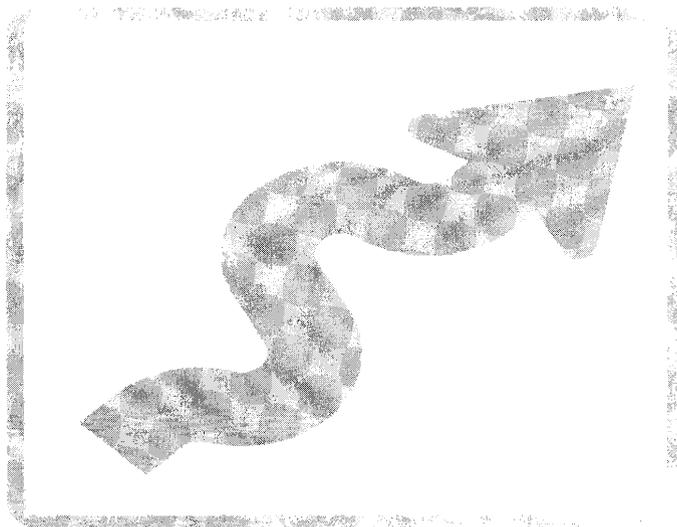
- Fabricate traffic signs & devices in compliance with the 2011 TxMUTCD.
- Provide responsive fabrication for all traffic control devices on accepted roadways.
- Provide responsive fabrication of sign requests from all departments within the County. Any "non-standard" sign requests will require a budget transfer for material costs.
- Provide responsive services for the application of motor vehicle decals provided through Fleet Services.
- Human resources assigned are measured for performance achievement on attainment of established response times for all work requests and total devices.

Minimum Response Times:

- Standard: **3 days**
- Customized: **10 days**

Staff Assignment & Time Investment:

Program Manager:	David Greear	20%
Element Supervisor:	Jaime Garcia	25%
Team Members:	2 - Sign Fabricators	100%



SECTION 3

**ROAD
&
BRIDGE**

**PROGRAM 85
CUSTOMER SERVICE**

Transportation & Natural Resources Customer Service Division

Goals

In support of the division's strategic plan of providing a cost effective, efficient and safe transportation system:

- Maintain all accepted roads in fair or better condition, as measured by PM condition surveys.
- Manage and operate the County transportation system to certification standards of the APWA.
- Reduce cycle time in responding to external customer requests, as measured by the work request system.
- To manage an effective after-hours response to existing road, drainage systems, and other emergency operations on accepted roadways and easements.
- To provide administrative service support to the service centers by responding to external customer requests.
- To meet or exceed the Federal, State and County policies.

Objective

- To provide a central point of contact for all internal and external requests for services and distribution to those requests to the appropriate divisions within the department.

Progress Review & Tracking

Progress review will be followed closely with end of the month and quarterly reports.

- Quarterly report dates are 01/15/12, 04/15/12, 07/15/12 and 10/15/12.
- HTE and excel reports will be utilized to determine the percentage of customers TNR is responding to within the minimum dedicated timeframes.

Support Staff & Their Contribution

Engineering

- Provides limited record keeping, surveying and administrative support for identifying plots at the International Cemetery.

Human Services

- Notifies TNR staff of scheduling and tracking inventories on requested deliveries.

Financial Services

- Review and update materials and service contracts for related programs. Process PRF's and contract invoices to meet program demands.
- Provides support services for time-sheet coordination.

TNR Dispatch

- Provides radio support services and documents all resources for after-hours call-outs.

Administrative Services

- Provides support services for employee related issues.

8505 - Dispatch & Program Operations

This element is a countywide customer services element. Resources will be available at the East Service Center to respond to all requests.

Actions:

- To provide a central point of contact for all internal and external requests for services and distribute those requests to the appropriate divisions within the department.

Performance Monitors and Measures:

- Maintain and document phone & radio communications with department staff.
- Receive, process and respond to work requests for service.
- Receive request and submit purchase requisitions for road maintenance materials.

Minimum Response Times:

- Requests: 1 day

Staff Assignment & Time Investment:

Element Manager:	Howard Herrin	5%
Element Supervisor:	Geena Rohan	50%
Team Members:	2 – Dispatchers	100%

8510 – Solid Waste Management

This element will function as a countywide customer service element. Resources which service the Northwest quadrant of Travis County will be available at FM 1431 and will coordinate the resources for this element.

Actions:

- To receive, compact and provide solid waste transfer services for residential refuse only.
- To serve as a recycle station for non-commercial/industrial recyclables, as part of a regional solid waste operation.

Performance Monitors and Measures:

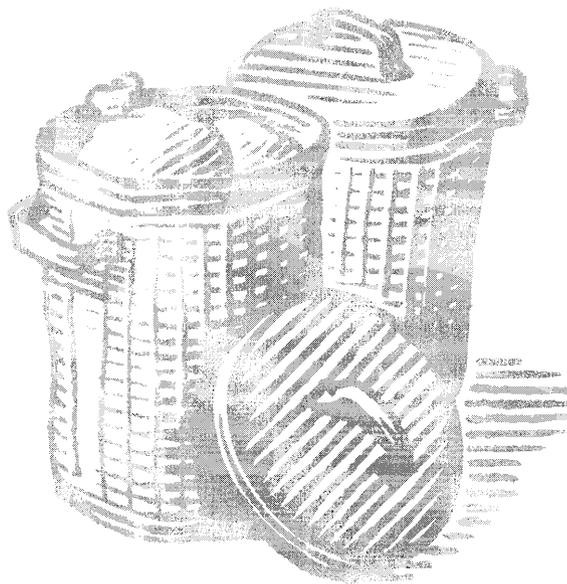
- Recyclables - TBD
- All received solid waste transferred daily.

Minimum Response Times:

- Requests: **Upon Receipt**

Staff Assignment & Time Investment:

Element Manager:	Howard Herrin	5%
Element Supervisor:	Kevin Kunkel	10%
Team Leader:	George Cloud	60%
Team Members:	1 – Office Specialist Sr.	5%



8515 – After-Hours Response

This element will function as a core customer services element. Resources will be available at each service center to respond to emergencies in each service area. The Road Maintenance Manager from each service area will coordinate the resources for this element.

Actions:

- Effective after-hours response to existing roads, drainage systems, and other emergency operations on accepted roadways and easements.
- Effective responses to existing roads, drainage systems, and other emergency operations on accepted roadways and easements as needed during operation hours.
- Reduce cycle time in responding to external customer requests, as measured by the work request system.

Performance Monitors and Measures:

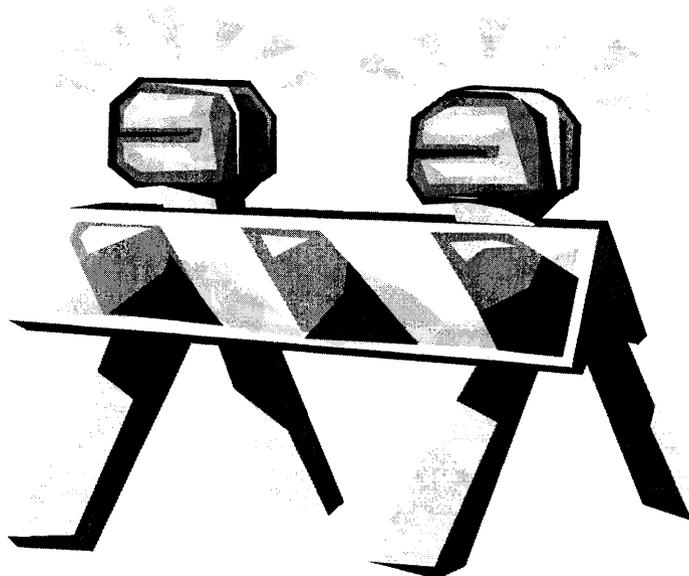
- Respond to approximately **125** after-hour calls.
- Respond to emergency responses during business hours as needed.

Minimum Response Times:

- **2 Hours**

Staff Assignment & Time Investment:

Element Manager:	Howard Herrin	5%
Element Supervisors:	Road Maintenance Supervisors	10%
West Coordinator:	Lester Lehman	5%
East Coordinator:	Jaime Garcia	5%
Dispatch Operations	2 – Dispatchers & 1 Administrative Associate	5%
Team Members:	24 - Primary contacts consisting of various EO/RMW's slots	100%



8520 - Precinct Services

This element will function as a core customer services element. Resources will be available at each service center to respond to requests internal to each service area and at Satellite Four to provide services associated to standpipe water sales.

Actions:

- Provide administrative service support to the service center and assist the Travis County Human Services Department in transporting commodities to the Travis County rural centers. Serve as the primary point of contact for water sales and customer services to constituents who receive water from the Satellite Four water standpipe.

Performance Monitors and Measures:

- Respond **weekly** to deliver commodities to the Travis County rural centers.
- Provide **daily** administrative support to the supervisors at the service center.
- Process Daily Job Reports (DJR's) for all elements by the following day of receipt.

Minimum Response Times:

- On Demand or As Required

Staff Assignment & Time Investment:

Element Managers:	Howard Herrin	5%
Element Supervisors:	Geena Rohan, Administrative Associate	40%
	Curtis Mills, Road Maintenance Supervisor	5%
Team Members:	3 – Office Specialist Sr	80%
	1 – Office Specialist	80%
	1 – Office Specialist	100%



8525 – Cemetery Services

This element will function as a countywide element. Resources will be available within the customer services program to maintain the grounds at the existing Travis County International Cemetery. This element will work to develop and maintain the grounds of the newer Travis County Wells School Cemetery and provide burial services for deceased indigent constituents of Travis County as approved by the Travis County Health and Human Services Department. The Road Maintenance Supervisor at the East Service Center will coordinate the resources for this element.

Actions:

- Prepare an average of 15 burial sites each month.
- Maintain the cemetery grounds of both the International Cemetery & Wells School Cemetery.

Performance Monitors and Measures:

- As required (Estimated - 180 Burials)
- Required maintenance of grounds and timeliness of burials

Minimum Response Times:

- **Weekly maintenance schedule.**

Staff Assignment & Time Investment:

- | | | |
|-----------------------|---------------------------|------|
| • Element Manager: | Howard Herrin, | 5% |
| • Element Supervisor: | Curtis Mills | 10% |
| • Team Members: | 1 - RMW | 100% |
| | 1 – Office Specialist Sr. | 5% |



8530 - CSR Support Services

This element will function as a countywide customer service element. Resources will be available at the East Service Center to respond to projects. The Road Maintenance Supervisor at the ESC will coordinate all resources for this element assisted by the WSC Supervisor.

Actions:

- Utilizing labor resources made available to the division from the Community Service Restitution Program of the County Courts, respond to work request that require additional labor resources.
- Reduce cycle time in responding to external customer requests, as measured by the work request system.

Performance Monitors and Measures:

- Complete approximately **100** line-of-site responses.
- Complete approximately **75** responses for ROW litter removal.
- Complete approximately **325** responses for ROW weekend litter removal.
- Complete approximately **50** brush control responses.

Minimum Response Times:

- Requests: **10 days**

* Staff Assignment & Time Investment:

- | | | |
|------------------------|--|------|
| • Element Manager: | Howard Herrin | 10% |
| • Element Supervisors: | Kevin Kunkel - West | 15% |
| | Curtis Mills – East | 15% |
| • Team Members: | 4 – RMW's assigned East | 100% |
| | (CSR – Trustee's, Probation resources) | 50% |



SECTION 4

**ROAD
&
BRIDGE**

**SERVICE TO
OTHER
GOVERNMENTS
&
AGENCIES**

9110 - Emergency Service Districts Fleet Services

Objective

- To provide preventive maintenance and repairs to emergency response vehicles and equipment through inter-local agreements entered into between Travis County and Emergency Service Districts.

Scope

- Program resources will be dedicated to preventive maintenance and repair of emergency response vehicles.

Deliverable

- Budgeted resources will be dedicated to performing preventive maintenance services and repairs.

Program Budget

Major line items affected by this program are as follows:

- **9121** - Parts
- **9123** - Fuel
- **9103** - Outside Repair

9115 - On Site Sewage Facilities

Objective

- Provide on-site wastewater system permits and inspections to communities that have inter-local agreements with Travis County.

Deliverable

- Provide on-site wastewater system permitting and inspecting for the Cities of *Rollingwood* and *San Leanna* as per the inter-local agreement.

9120 - Road and Bridge Maintenance

Objective

- Pave roadways within communities that have inter-local agreements with Travis County.
- Provide road maintenance & other services to agencies by cost reimbursements.

Deliverable

- Pave roadways within City of *Lakeway*, City of *Lago Vista*, Village of *San Leanna* and *Point Venture* as per the inter-local agreement.



Travis County Commissioners Court Agenda Request

Meeting Date: March 20, 2012

Prepared By: John Carr **Phone #:** 854/4772

Director/Manager: Roger 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 proposed new exterior signage for 700 Lavaca Building.

BACKGROUND/SUMMARY OF REQUEST:

Facilities Management Department (FMD) is proposing to mount the Travis County Seal and name on the existing monument wall and install two new flagpoles as shown on the attached drawing. As reflected on the drawing, the proposed sign would include the Travis County Seal, Travis County on the south end of the monument wall. At the north end of the wall would be 700 with the tenant name below the numbers.

In their current lease, one company has the right to have its name displayed once a monument sign is provided.

STAFF RECOMMENDATIONS:

Facilities Management Department recommends approval of the proposed signage and flagpole layout.

ISSUES AND OPPORTUNITIES:

One current tenant has a clause in their lease which would allow their name to be displayed when and if a monument sign is constructed at the 700 Lavaca building. This proposed sign would meet this requirement while also tastefully identifying the building as a Travis County property.

FISCAL IMPACT AND SOURCE OF FUNDING:

Cost of Signage and Flagpoles are in the approved budget.

ATTACHMENTS/EXHIBITS:

1. 700 Lavaca Building Sign

REQUIRED AUTHORIZATIONS:

Steve Manilla	County Executive	TNR	854-9429

CC:

Amy Draper	Financial Manager	FMD	854-9040
Sherine Thomas	Director of Litigation	County Attorney	854-9415

9520 – Facilities - 0101



TRAVIS COUNTY
FACILITIES MANAGEMENT
DEPARTMENT

1010 LAVACA, SUITE 400
P.O. BOX 1748 AUSTIN,
TEXAS 78767
PHONE (512) 854-9661
FAX (512) 854-9226

700 LAVACA BUILDING SIGN





Travis County Commissioners Court Agenda Request

Meeting Date: March 20, 2012

Prepared By: John Carr **Phone #:** 854-4772

Director/Manager: Roger El Khoury, M.S., P.E., Director, FMD

Handwritten signature of Roger El Khoury in blue ink.

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

Sponsoring Court Members: Commissioner Davis, Precinct One

AGENDA LANGUAGE: Consider and take appropriate action on request to approve the second option to renew the lease between Texas RioGrande Legal Aid, Inc. and Travis County for lease space at 4920 North IH-35.

BACKGROUND/SUMMARY OF REQUEST:

In 2008, Travis County entered into a lease with Texas RioGrande Legal Aid, Inc. for lease of 5,605 net rentable square feet of office space at the first floor of the facility located at 4920 North IH-35. The initial term of the lease which provides space for a Community Supervision and Corrections Department (CSCD) was for 36 months from the Commencement Date, which was on or about July 1, 2008. On March 29, 2011, the Commissioners Court approved exercising the first option to extend the lease for another 12 months. Facilities Management Department (FMD) contacted CSCD and confirmed that they would like to exercise the second option to extend the lease for an additional 12 months, to July 2013. The rental rate for this extension would remain the same at \$15.97 per square foot.

Last year during the discussion of the first option, the Commissioners Court indicated support for also exercising the second option to extend, but the language of the motion only authorized the first option. Therefore, this second option to extend is being brought to the Commissioners Court for formal approval and direction to FMD to notify the landlord of our intention to renew as per the terms of our lease.

STAFF RECOMMENDATIONS:

Facilities Management Department recommends approval to send notice to Texas RioGrande Legal Aid, Inc. of the intent of the County to exercise the second option to renew the lease at 4920 North IH-35 for an additional 12 month period.

ISSUES AND OPPORTUNITIES:

CSCD confirms that the lease space is meeting their needs and concurs with the request to exercise the option to renew. Lease can be renewed for a 12 month term at a rate of \$15.97 per square foot.

FISCAL IMPACT AND SOURCE OF FUNDING:

Annualized lease cost is \$89,511.85, included in central line item for leases.

REQUIRED AUTHORIZATIONS:

Steve Manilla	County Executive	TNR	854-9429

CC:

Amy Draper	Financial Manager	FMD	854-9040
Dr. Geraldine Nagy	Director	CSCD	854-4600
Christopher Gilmore	Assistant County Attorney	CA	854-9455

9520 – Facilities - 0101



Travis County Commissioners Court Agenda Request

Meeting Date: March 20, 2012

Prepared By/Phone Number: Yolanda Reyes, (512)854-9106

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget

Commissioners Court Sponsor: Judge Samuel T. Biscoe

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

3/20/2012AMENDMENTS

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1		001	9800	981	9891	Reserves	CAR Reserves		\$ 63,850	1
		001	1230	821	3001	ITS	Office Equip,Furn, & Supp	\$ 32,600		
		001	1230	821	6099	ITS	Other	\$ 2,000		
		001	9001	821	3002	ITS	Software	\$ 12,750		
		001	9001	821	3013	ITS	Educ,Comm, Eq & Supp	\$ 16,500		
A2		001	2602	548	0701	JP Pct. 1	Reg.Salaries-Permnt Empl		\$ 2,417	6
		001	1404	525	5004	Facilities	Reprs-Bldg Struct & Equip	\$ 2,417		
A3		001	9800	981	9892	Reserves	Allocated Reserves		\$ 2,600,000	14
		001	1405	525	8105	Facilities	Buildings	\$ 2,600,000		
A4		001	9800	981	9892	Reserves	Allocated Reserves		\$ 5,100	14
		001	1405	525	8105	Facilities	Buildings	\$ 5,100		



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

March 9, 2012

To: Commissioners Court

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

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

Re: Granger Renovation transfer from CAR Reserve

On February 7, 2012 Commissioners Court approved the IT-related improvements for the renovation of the 1st and 2nd floors of the Granger building. Most of these costs (\$585,785) were covered by funds from existing certificates of obligation. The remainder (\$63,850) was not CO-eligible and will need to be funded from the Capital Acquisition Resources Reserve. PBO recommends approval of this transfer. Please contact me if you have any questions or comments.

CC: Joe Harlow, ITS
Randy Lott, ITS
Leslie Browder, PBO
Leroy Nellis, PBO
Jessica Rio, PBO



Travis County Commissioners Court Agenda Request

Meeting Date: February 7, 2012

Prepared By/Phone Number: Rossana Barrios/854-4578

Elected/Appointed Official/Dept. Head: Joe Harlow, CIO

Commissioners Court Sponsor: Commissioner Margaret Gomez

AGENDA LANGUAGE:

Discuss and take appropriate action on Granger Fund Request for ITS related improvement at the Granger Building.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached memorandum.

STAFF RECOMMENDATIONS:

Recommend approval of the proposed funding request and approval of renovation process.

ISSUES AND OPPORTUNITIES:

See Attached Documentation

FISCAL IMPACT AND SOURCE OF FUNDING:

\$649,635 from the CAR Reserve and existing CO balances. (See attached documentation for detailed fiscal impact information.)

REQUIRED AUTHORIZATIONS:

Planning and Budget Office

Facilities Management Department

County Attorney

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 Courthouse, Austin, Texas

TRAVIS COUNTY INFORMATION TECHNOLOGY SERVICES
Joe Harlow, CIO & Interim County Executive
700 Lavaca · Suite 501A · Austin, TX 78701 · (512) 854-9666 · Fax (512) 854-4401

MEMORANDUM

DATE: January 30, 2012

TO: Commissioners Court

FROM: Joe Harlow, Chief Information Officer

SUBJECT: Granger Fund Request for ITS related improvement at the Granger Building

ITS is requesting Commissioners Court approval to use \$649,635 from the CAR Reserve and existing CO balances to begin work to renovate the Granger Building 1st and 2nd floors. As background, this project was not recommended during the FY 12 budget process since full program costs had yet to be ascertained. Since the beginning of the new fiscal year, ITS has coordinated efforts with both PBO and FMD to finalize costs, proposed timelines and identify funding sources for the Granger renovation. We believe the project is now ready to go forward.

The work ITS needs to complete will encompass the infrastructure to migrate or convert Granger from legacy voice to the improved Unified Communications VoIP model, along with the build out of necessary Main Distribution Facilities and an Intermediate Distribution Facilities (IDF). The MDF and IDF is where the network equipment will be housed to support the external and internal cabling infrastructure. Redundant cable will be installed throughout the two floors, and when time and budget allows, will provide a backbone for other floors at this site. There will also be Uninterrupted Power Supply (UPS) capability which will provide emergency power to the equipment in case of power interruption. This will allow the network equipment and voice system to stay in operation for a short period of time until power is restored.

cc: Roger El Khoury - FMD
Leroy Nellis, Jessica Rio, Diana Ramirez, Katie Gipson - PBO
Walter LaGrone, Randy Lott - ITS



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Joe Harlow, Chief Information Officer

FROM: Jessica Rio, Assistant Budget Director 

DATE: January 27, 2012

SUBJECT: PBO Recommendation to Court Regarding ITS Related Improvements at Granger Building

In December of 2011 ITS met with PBO and Facilities Management to propose a request for funding related to already approved renovation work at the Granger Building. Both PBO and FM are supportive of ITS's request for \$649,635 to match up needed ITS work with the related FY 12 approved renovation of the Granger facility. The facilities portion of the renovation work was funded with CAR resources in Facilities Management (\$2,791,689).

During the FY 12 budget process, the ITS portion of the project was not recommended by PBO for approval because the full program costs were still very fluid and exceeded \$1.3 million for the entire facility. The cost estimates are now known and matched up with the phasing of FM's proposed renovation work at Granger. Therefore, PBO will be recommending appropriate funding from the CAR Reserve (\$63,850) and existing CO balances (\$585,785) in February as part of the scrubbing process (pending County Attorney review).

cc: Roger El Khoury
Leroy Nellis
Randy Lott
Diana Ramirez
Katie Petersen
Hannah York
Adrienne Yust

Budget Adjustment: 31584

Fyr_ Budget Type: 2012-Reg
 PBO Category: Amendment
 Just: Other

Author: 12 - LOTT, RANDALL
 Court Date: Tuesday, Mar 20 2012

Created: 3/5/2012 10:51:11 AM
 Dept: RESERVES

Use of existing certificates of obligation balances for Granger Renovation. This request is for component that is not CO eligible. PBO recommendation for this piece was CAR Reserve.

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9891	CAPITAL ACQUISTN RESERVES			63,850
				63,850
To Account		Project		Amount
001-1230-821-3001	OFFICE EQUIP,FURN, & SUPP			32,600
001-1230-821-6099	OTHER			2,000
001-9001-821-3002	SOFTWARE			12,750
001-9001-821-3013	EDUC,COMMUNCATN,EQ & SUPP			16,500
				63,850

Approvals	Dept	Approved By	Date Approved
Originator	12	RANDALL LOTT	3/6/2012 8:05:06 AM
DepOffice	12	BRUNILDA CRUZ	3/7/2012 2:20:29 PM
DepOfficeTo	12	BRUNILDA CRUZ	3/7/2012 2:20:52 PM
DepOfficeTo	12	BRUNILDA CRUZ	3/7/2012 2:20:56 PM

Royce Nellis 3-13-12



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: March 6, 2012

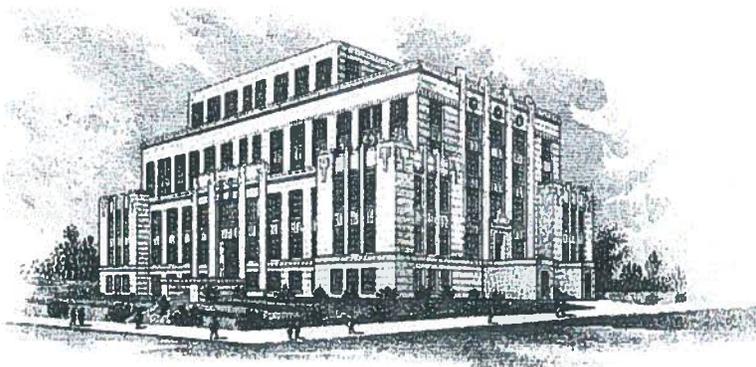
RE: Request to transfer funds from temporary salary saving in Justice of the Peace #1 to Facilities Management to fund a card reader in JP #1's Office.

Justice of the Peace, Precinct #1 is requesting to use \$2,417 of the department's temporary salary savings to fund the purchase of a card scanner to improve building access to allow employees an exterior entrance to the building apart from the main entrance.

PBO concurs that the department has existing salary savings and has reviewed the request with the department. PBO also notes that the department discussed this request with Facilities Management who provided the cost estimate associated with this request.

PBO recommends approval of this request.

cc: Leslie Browder, PBO
Leroy Nellis, PBO
Yvonne Williams, Justice of the Peace Precinct 1
Cherry Johnson, Justice of the Peace Precinct 1's Office



AUSTIN, TEXAS

Yvonne M. Williams

JUSTICE OF THE PEACE
PRECINCT 1
4717 Heflin Lane
SUITE 107
AUSTIN, TEXAS 78721
PHONE 854-7700 FAX 929-3047

To: Alan Miller, Budget Analyst

From: Yvonne M. Williams, Justice of the Peace, Precinct One

Subject: Request to transfer funds for an additional Card Reader

Date: March 6, 2012

Justice of the Peace, Precinct One is requesting a one-time salary savings transfer of \$2,417.00, to be transferred from our Reg. Salaries-Permnt Empl account to our Facilities Management account. The request is to cover the cost for an additional card reader for the back door employee entrance. This will allow our staff a separate yet secured entrance to the building from the public.

7



**ATTACHMENT A
SECURITY MAINTENANCE SERVICES ESTIMATING FORM/
JOB SUMMARY SHEET**

LOCATION Pct. 1, Richard Scott Bldg., 4717 Heflin Lane SHEET NO. 1 OF 3

JOB/PROJECT WORK Ref# 392700

ESTIMATE BY Sandy Rivera DATE 2/ 29/ 2012

SHEET NO.	MATERIALS COST	AMOUNT
3		200.00
3		325.00
3		692.00

TOTAL COST OF MATERIALS 1,217.00

SHEET NO.	SUBCONTRACT COST	AMOUNT

TOTAL COST OF SUBCONTRACT

SHEET NO.	LABOR COST	AMOUNT
2		1,200.00

TOTAL COST OF LABOR 1,200.00

TOTAL JOB/PROJECT COST 2,417.00

TRAVIS COUNTY FACILITIES MANAGEMENT DIVISION _____

RECEIVED BY _____ DATE ____/____/____

APPROVED BY _____ DATE ____/____/____



**ATTACHMENT B
SECURITY MAINTENANCE SERVICES ESTIMATING FORM
LABOR/SUBCONTRACT ITEMS**

LOCATION Pct.1, Richard Scott Bldg., 4717 Heflin Lane **SHEET NO.** 2 **OF** 3

JOB/PROJECT WORK Ref# 392700

ESTIMATE BY Sandy Rivera **DATE** 2/29/2012

LABOR DESCRIPTION	QTY/HR.	LABOR RATE	AMOUNT
Certified Security Technician – Ref#93607300034	16	75.00	1,200.00
TOTAL LABOR COST			1,200.00

SUBCONTRACTORS	AMOUNT
TOTAL SUBCONTRACT ITEMS	
TOTAL LABOR/SUBCONTRACT COST	
1,200.00	

9

Alan Miller

From: Cherry Johnson
Sent: Tuesday, March 06, 2012 3:25 PM
To: Alan Miller
Subject: FW: Emailing: Travis County Facilities Management Department.htm
Attachments: Additional Card Reader, JP1.pdf

From: Lloyd Evans
Sent: Wednesday, February 29, 2012 1:39 PM
To: Cherry Johnson
Subject: Emailing: Travis County Facilities Management Department.htm

Cherry,
 You had submitted a work order to add an additional card reader in the JP Suite. I have obtained a cost to do that. As you know, I am not funded for new installs such as this. The construction project has been closed out and there are no funds available from that source. How would you like to proceed? If you have internal funding, I will be happy to execute the project. The cost is \$2,417.00 (Proposal attached). The FMD account line in which the funds need to be transferred is 001-1404-525-5004.
 Let me know.
 Thanks!
 Lloyd

[[Work Order Options](#): [Print](#) | [Edit](#) | [Assign Next](#) | [Enter Next](#) | [Modify Next](#)]

Facilities Management Work Order System

Work Order Number: **392700**

Assigned to: **Lloyd Evans**

Date & Time Received:	2/3/2012 2:53:13 PM	Date Assigned:	2/3/2012
Facility:	Pct One Richard Scott Bldg		
Floor		Room Number	
Department:	Justice of Peace 1		

//

Requested by:	Cherry Johnson		
Contact Phone:	854-7700	Priority Flag:	Routine
Description of Request	Request to have a card swipe installed on exit door to JP 's Office before the front entrance.		
Start Date:		Materials:	
Date Completed:		Date Materials Ordered:	
Labor Hours:		Date Materials Received:	
Remarks:			

12

Budget Adjustment: 31559

Fyr _ Budget Type: 2012-Reg

Author: 26 - JOHNSON, CHERRY

Created: 3/1/2012 2:51:20 PM

PBO Category: Amendment

Court Date: Tuesday, Mar 20 2012

Dept: JUSTICE OF PEACE 1

Just: InterDpXfr

Funds request to be transferred to Facilities Management Dept. to cover cost for an additional card reader.

From Account	Acct Desc	Project	Proj Desc	Amount
001-2602-548-0701	REG SALARIES-PERMNT EMPL			2,417
				2,417
To Account		Project		Amount
001-1404-525-5004	REPRS-BLDG STRUCT & EQUIP			2,417
				2,417

Approvals	Dept	Approved By	Date Approved
Originator	26	CHERRY JOHNSON	3/1/2012 2:53:27 PM
DepOffice	26	CHERRY JOHNSON	3/1/2012 2:53:34 PM
DepOfficeTo	14	ANGELA DAVIS	3/2/2012 11:28:13 AM

Raymond Nellis 3-13-12



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of Commissioners Court

FROM: Diana A. Ramirez, Sr. Budget Analyst 

DATE: March 12, 2012

RE: Request by Facilities Management Department for Funding to Purchase Property in North Central Austin

Facilities Management Department (FMD) is requesting funding from the Allocated Reserve to purchase property owned by the Housing Authority as approved by the Commissioners Court on March 6, 2012, agenda item #30 for earnest money, independent consideration and the purchase price. Because the County Attorney's Office and the seller's attorneys are still negotiating the agreement, a closing cost is not yet known.

As soon as the closing costs are known, FMD staff will enter a budget adjustment in the electronic system. If Commissioners Court decides to take final action on the purchase on March 20th and the closing costs are known, Commissioners Court may direct PBO to transfer the funds for the closing costs from the Allocated Reserve to FMD's budget and have the budget amendment considered as an automatic adjustment. This strategy is expected to give Court the greatest flexibility to move forward with this purchase quickly.

If you have any questions, please call me at 854-9694.

cc: Leslie Browder, County Executive, PBO & HRMD
Leroy Nellis, Jessica Rio, PBO
Roger El Khoury, Amy Draper, FMD
Steven Manilla, County Executive, TNR & FMD

Budget Adjustment: 31677

Fyr_ Budget Type: 2012-Reg
PBO Category: Amendment
Just: Other

Author: 14 - DRAPER, AMY
Court Date: Tuesday, Mar 20 2012
Transfer from Allocated Reserve for acquisition of real property owned by the Housing Authority of

Created: 3/12/2012 3:12:17 PM
Dept: RESERVES

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			2,600,000
				2,600,000
To Account		Project		Amount
001-1405-525-8105	BUILDINGS			2,600,000
				2,600,000

Approvals	Dept	Approved By	Date Approved
Originator	14	AMY DRAPER	3/12/2012 03:13:06 PM
DepOffice	14	AMY DRAPER	3/12/2012 03:13:07 PM
DepOfficeTo	14	AMY DRAPER	3/12/2012 03:13:08 PM

Draper 3-12-12
Project 3-12-12

Budget Adjustment: 31676

Fyr _ Budget Type: 2012-Reg
PBO Category: Amendment
Just: Other

Author: 14 - DRAPER, AMY
Court Date: Tuesday, Mar 20 2012

Created: 3/12/2012 3:10:35 PM
Dept: RESERVES

Transfer funds from Allocated Reserve for earnest monies and independent consideration for

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			5,100
				5,100
To Account		Project		Amount
001-1405-525-8105	BUILDINGS			5,100
				5,100

Approvals	Dept	Approved By	Date Approved
Originator	14	AMY DRAPER	3/12/2012 03:13:03 PM
DepOffice	14	AMY DRAPER	3/12/2012 03:13:03 PM
DepOfficeTo	14	AMY DRAPER	3/12/2012 03:13:05 PM

DeRanis 3-12-12
Alroyo Ellis 3-12-12

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
\$22,585	Various	3/12/12	Cancelled Purchase Orders
\$12,965,118	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

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

(\$100,000)	RMCR - Postage
(\$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)
\$4,075,479	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
(\$5,628)	Comm. Pct. 1	2/28/12	Intel Reader, CCTV and Magnifier
\$972,818 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)	

\$475,813 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 (\$584,694)	ITS	3/7/12	Beginning Balance JP Case Management System
\$4,115,306 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: 03/20/2012, 9:00 AM, Voting Session

Prepared By/Phone Number: Alan Miller, Planning and Budget Office, 854-9726

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive
Planning and Budget

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

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

- A. Application to the Office of the Governor, Criminal Justice Division for an Electronic Disposition Reporting grant with the District Clerk's Office. A new grant that provides funds to assist with gathering disposition data on felony cases;
- B. Application to the Texas Department of Public Safety, Division of Emergency Management for a wildfire mitigation grant with Transportation and Natural Resources Department. A new grant program that provides funds remove potential fuel for fires on county-owned land;
- C. Application to the United States Department of Health and Human Services for Travis County to approve adding unspent fiscal year 2011 funding to the existing Fiscal Year 2012 Parenting in Recovery Project with Travis County Health and Human Services and Veterans Service serving as the regional partnership project lead;
- D. Application to the Office of the Governor, Criminal Justice Division, to continue the Leadership Academy Dual Diagnosis Unit within the Residential Substance Abuse Treatment Program in the Juvenile Probation Department for Fiscal Year 2013;
- E. Contract amendment with Texas Commission on Environmental Quality for the Low-Income Repair Assistance, Retrofit, and Accelerated Vehicle Replacement Program with the Transportation and Natural Resources Department which implements clean air strategies to improve air quality in Travis County. The amendment continues the current grant for Fiscal Years 2012 and 2013; and
- F. Permission to continue the Casey Family Programs Community and Family Reintegration Project in Health and Human Services and Veterans Service until the forthcoming FY 12 agreement is fully executed.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Items A & B are new grants. Item A is a new grant in the District Clerk's Office that would improve the ability of the department to gather information about the dispositions of felony cases. Item B is a grant in TNR to help remove fuel sources so as to mitigate future fires on County owned land.

Item C is an application to amend the current FY 12 Parenting in-Recovery grant to add unspent FY 11 funds to the current grant.

Item D is an application to continue the RSAT grant in Juvenile Probation for FY 13.

Item E is a contract amendment to the existing Low-Income Repair Assistance, Retrofit, and Accelerated Vehicle Replacement Program, to extend the end date of the grant through FY 12 and 13.

Item F is a request to continue the Casey Family Programs Community and Family Reintegration Project until the grant contract can be executed. The department indicates the FY 12 documents are in the process of being finalized.

STAFF RECOMMENDATIONS:

PBO recommends approval of all items.

ISSUES AND OPPORTUNITIES:

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

FISCAL IMPACT AND SOURCE OF FUNDING:

Items B requires a County cost share which will be met through \$7,500 of General Fund resources with the remaining match from resources in Fund 038, the Balcones Canyonlands Preservation Fund. No additional County funds are required.

Item C does not require any additional County resources for the amendment.

Item D requires a County Contribution which is met through an allocation of existing staff time.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office

County Judge's Office

Leslie Browder

Cheryl Aker

TRAVIS COUNTY

3/20/2012

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE
FY 2012

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

Dept.	Grant Title	Grant Period	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	PBO Notes	Auditor's Assessment	Page #	
Applications												
A	21	Electronic Disposition Reporting	04/15/12 08/31/12	\$35,637.00	\$0.00	\$0	\$0	\$35,637.00	-	R	S	10
B	49	Travis County Fuels Reduction Project (aka Wildfire Mitigation Grant)	09/01/12 08/31/14	\$200,775.00	\$66,925.00	\$0	\$0	\$267,700.00	-	R	S	20
C	58	Parenting In Recovery*	09/30/11 09/29/12	\$583,843.15	\$62,818.00	\$80,000	\$52,212	\$778,873.15	1.00	R	EC	57
D	45	Residential Substance Abuse Treatment (RSAT) Program	10/01/12 09/30/13	\$143,743	\$47,914	\$0	\$0	\$191,657.00	1.750	R	MC	73
Contracts												
E	49	LIRAP Local Initiative Projects (LIP)*	05/06/08 08/31/13	\$1,688,163	\$0	\$0	\$0	\$1,688,163	-	R	MC	93
Dept	Grant Title	Grant Term on Application	Personnel Cost	Operating Transfer	Total Request	PTC Expiration Date	Filled FTE	Notes	Auditor's Assessment	Page #		
Permission to Continue												
F	58	Casey Family Programs Community and Family Reintegration Project	1/1/2012- 12/31/2012	\$15,196	\$15,196	\$30,392	\$41,090	1.00	R	S	98	

* Amended from original.

PBO Notes:

R - PBO recommends approval.
NR - PBO does not recommend approval
D - PBO recommends item be discussed.

County Auditor's Complexity Assessment measuring Impact to their Office's Resources/Workload

S - Simple
MC - Moderately Complex
C - Complex
EC - Extremely Complex

FY 2012 Grant Summary Report
Grant Applications approved by Commissioners Court

The following is a list of grants for which application has been submitted since October 1, 2011, and the notification of award has not yet been received.

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
49	Little Webberville Park Boat Ramp Renovation Grant	6/01/2012-05/31/2015	\$77,502	\$0	\$25,834	\$0	\$103,336	-	10/25/2011
49	Webberville Park Boat Renovation Grant	6/01/2012-5/31/2015	\$129,793	\$0	\$43,624	\$0	\$173,417	-	10/25/2011
49	Dink Pearson Park Boat Ramp Grant	6/01/2013-5/31/2016	\$500,000	\$0	\$166,667	\$0	\$666,667	-	10/25/2011
58	AmeriCorps	8/1/2012-7/31/2013	\$298,671	\$0	\$437,941	\$73,677	\$810,289	28.00	11/1/2011
17	Ransom and Sarah Williams Farmstead Educational Outreach Project	10/1/2011-9/30/2012	\$7,500	\$0	\$7,500	\$0	\$15,000	-	12/27/2011
47	State Homeland Security Grant program (through CAPCOG)- SCBA equipment	10/01/2012-11/30/2014	\$40,000	\$0	\$0	\$0	\$40,000	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- equipment licenses	10/01/2012-11/30/2014	\$8,000	\$0	\$0	\$0	\$8,000	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- maintenance contract	10/01/2012-11/30/2014	\$30,000	\$0	\$0	\$0	\$30,000	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- replacement equipment	10/01/2012-11/30/2014	\$30,000	\$0	\$0	\$0	\$30,000	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- chemical protective clothing	10/01/2012-11/30/2014	\$40,000	\$0	\$0	\$0	\$40,000	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- radiological isotope identifier	10/01/2012-11/30/2014	\$33,500	\$0	\$0	\$0	\$33,500	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- dosimeters	10/01/2012-11/30/2014	\$8,000	\$0	\$0	\$0	\$8,000	-	1/10/2012
49	FY 12 Habitat Conservation Plan Land Acquisition Assistance Grant	5/1/2012-8/30/2014	\$4,834,800	\$0	\$3,223,200	\$0	\$8,058,000	-	1/17/2012
49	Emergency Management Performance Grant	10/1/2011-9/30/2012	\$138,465	\$138,464	\$0	\$0	\$276,929	3.00	1/24/2012
58	Coming of Age (CNCS)	4/1/2012-3/31/2012	\$50,495	\$321,591	\$0	\$0	\$372,086	6.80	1/24/2012

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
24	Travis County Veterans Court	7/01/2012-6/30/2013	\$53,414	\$0	\$0	\$0	\$53,414	-	1/31/2012
45	Drug Court & In-Home Family Services	9/01/2012-8/31/2013	\$181,000	\$20,011	\$0	\$0	\$201,011	0.24	1/31/2012
45	Juvenile Accountability Block Grant (JABG) Local Assessment Center	9/01/2012-8/31/2012	\$101,525	\$11,280	\$0	\$0	\$112,805	1.34	1/31/2012
19	Underage Drinking Prevention Program	10/1/2012-9/30/2013	\$161,205	\$230,502	\$35,951	\$53,875	\$481,533	3.50	2/7/2012
24	Veterans Court Grant	9/1/2012-8/31/2013	\$226,516	\$0	\$0	\$0	\$226,516	2.00	2/7/2012
39	Travis County Adult Probation DWI Court	9/30/2012-9/29/2013	\$206,515	\$0	\$0	\$0	\$206,515	3.05	2/7/2012
24	Family Drug Treatment Court	9/1/2012-8/31/2013	\$137,388	\$0	\$0	\$0	\$137,388	1.00	2/14/2012
37	TCSO Child Abuse Victim Services Personnel	9/1/2012-8/31/2013	\$24,997	\$0	\$24,997	\$0	\$49,994	1.00	2/14/2012
39	Travis County Adult Probation DWI Court	9/1/2012-8/31/2013	\$229,112	\$0	\$0	\$0	\$229,112	4.00	2/14/2012
42	Drug Diversion Court	9/1/2012-8/31/2013	\$132,585	\$0	\$0	\$0	\$132,585	1.00	2/14/2012
45	Travis County Juvenile Treatment Drug Court-SAMSHA/CSAT	9/1/2012-8/31/2013	\$199,766	\$0	\$0	\$0	\$199,766	-	2/14/2012
19	Family Violence Accelerated Prosecution Program	09/01/12-08/31/13	\$121,905	\$31,534	\$16,365	\$17,742	\$187,546	2.28	2/21/2012
45	Travis County Eagle Resource Project	09/01/12-08/31/13	\$31,926	\$0	\$0	\$0	\$31,926	-	2/21/2012
45	Trama Informed Assessment and Response Program	09/01/12-08/31/13	\$192,666	\$0	\$0	\$0	\$192,666	0.50	2/21/2012
47	Fire Mitigation Assistance Grant Hodde Lane #2957	09/04/11-09/19/11	\$38,605	\$12,868	\$0	\$0	\$51,473	-	3/13/2012
47	Fire Mitigation Assistance Grant Pedernales #2959	09/04/11-09/19/11	\$333,005	\$111,002	\$0	\$0	\$444,007	-	3/13/2012
47	Fire Mitigation Assistance Grant Steiner #2960	09/04/11-09/19/11	\$385,016	\$128,339	\$0	\$0	\$513,355	-	3/13/2012

*Amended from original agreement.

\$8,983,872 \$1,005,591 \$3,982,079 \$145,294 \$14,116,836 57.71

FY 2012 Grant Summary Report
Grants Approved by Commissioners Court

The following is a list of grants that have been received by Travis County since October 1, 2011

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
24	Drug Diversion Court	9/01/2011-8/31/2012	\$132,702	\$0	\$0	\$0	\$132,702	1.00	10/4/2011
24	Travis County Veteran's Court	9/01/2011-8/31/2012	\$155,000	\$0	\$0	\$0	\$155,000	2.00	10/4/2011
22	Family Drug Treatment Court	9/01/2011-8/31/2012	\$119,185	\$0	\$0	\$0	\$119,185	1.00	10/4/2011
39	DWI Court	9/01/2011-8/31/2012	\$231,620	\$0	\$0	\$0	\$231,620	4.00	10/4/2011
49	Low-Income Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP) Local Initiatives Projects*	5/06/2008-8/31/2013	\$1,650,140	\$0	\$0	\$155,101	\$1,805,241	-	10/4/2011
45	Travis County Psychology Internship Program	9/01/2011-8/31/2016	\$464,733	\$99,779	\$0	\$0	\$564,512	-	10/11/2011
58	Comprehensive Energy Assistance Program*	1/01/2011-12/31/2011	\$5,519,883	\$0	\$0	\$0	\$5,519,883	-	10/18/2011
37	Austin/Travis County Human Trafficking LE Task Force*	1/01/2011-9/30/2012	\$15,000	\$0	\$0	\$0	\$15,000	-	10/18/2011
24	Drug Diversion Court*	9/01/2010-8/31/2011	\$188,422	\$0	\$19,132	\$0	\$207,554	1.00	10/18/2011
37	2012 Target & Blue Law Enforcement Grant	10/1/2011-9/30/2012	\$500	\$0	\$0	\$0	\$500	-	10/25/2011
45	Juvenile Services Solicitation for the Front End Therapeutic Services Program	9/1/2011-8/31/2012	\$21,000	\$0	\$0	\$0	\$21,000	-	10/25/2011
45	Travis County Eagle Resource Project	9/1/2011-8/31/2012	\$39,907	\$0	\$0	\$0	\$39,907	-	10/25/2011
58	Travis County Family Drug Treatment Court - Children's Continuum	10/1/2011 - 9/30/2014	\$550,000	\$0	\$28,012	\$155,321	\$733,333	4.00	11/1/2011
47	Emergency Management Performance Grant	10/1/2010-3/31/2012	\$78,753	\$78,753	\$0	\$0	\$157,506	3.00	11/8/2011
37	State Criminal Alien Assistance Program (SCAAP)	7/1/2009-6/30/2010	\$683,501	\$0	\$0	\$0	\$683,501	-	11/22/2011
58	Comprehensive Energy Assistance Program*	1/1/2011-12/31/2011	\$5,519,883	\$0	\$0	\$0	\$5,519,883	-	11/22/2011

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
47	Urban Area Security Initiative*	8/1/2010-13/31/2012	\$250,000	\$0	\$0	\$0	\$250,000	1.00	11/22/2011
45	Leadership Academy Dual Diagnosis Unit-Residential Substance Abuse Treatment Program	10/1/2011-9/30/2012	\$142,535	\$47,512	\$0	\$0	\$190,047	1.82	11/29/2011
58	Seniors and Volunteers for Childhood Immunization (SVCI)	9/1/2011-8/31/2012	\$8,846	\$0	\$0	\$0	\$8,846	0.20	11/29/2011
58	Coming of Age (DADS)	9/1/2011-8/31/2012	\$24,484	\$24,484	\$0	\$0	\$48,968	-	11/29/2011
58	Coming of Age (CNCS)*	10/1/2010-3/31/2012	\$75,743	\$22,723			\$98,466	0.59	11/29/2011
58	Emergency Food and Shelter Program, Phase 30	1/1/2012-12/31/2012	\$100,000	\$0	\$0	\$0	\$100,000	-	12/6/2011
34	Bulletproof Vest Partnership - CN4	4/1/2011-9/30/2012	\$493	\$493	\$0	\$0	\$986	-	12/13/2011
42	Drug Diversion Court*	09/01/2011-08/31/2012	\$132,702	\$0	\$4,605	\$2,602	\$139,909	1.00	1/3/2012
58	DOE Weatherization Assistance Program	04/01/2011-03/31/2012	\$212,612	\$0	\$0	\$0	\$212,612	-	1/10/2012
49	Low-Income Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP)	1/24/2012-8/31/2013	\$175,000	\$0	\$0	\$0	\$175,000	-	1/17/2012
37	Travis County Sheriff's Office Response Equipment	12/01/2011-5/31/2012	\$100,000	\$0	\$0	\$0	\$100,000	-	1/31/2012
24	Formula Grant - Indigent Defense Grants Program	10/01/2011-9/30/2012	\$441,998	\$0	\$0	\$0	\$441,998	-	1/31/2012
23	Texas Commission on Environmental Quality Intergovernmental Cooperative Reimbursement Agreement with Travis County*	11/19/2012-8/31/2012	\$590,797	\$0	\$0	\$0	\$590,797	2.00	1/31/2012
59	Capital Area Trauma Advisory Council	5/1/2011-8/31/2012	\$5,888	\$0	\$0	\$0	\$5,888	-	2/7/2012
58	ARRA WAP Weatherization Assistance Program*	09/01/2009-02/28/2012	\$7,622,699	\$0	\$0	\$0	\$7,622,699	3.00	2/21/2012
40	OVW FY2010 Safe Havens: Supervised Visitation and Safe Exchange Grant Program*	10/01/2010-09/30/2013	\$400,000	\$0	\$0	\$0	\$400,000	-	2/28/2012

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
37	TxDOT Impaired Driving Mobilization Grant	03/07/12 09/30/12	\$18,102	\$6,100	\$0	\$0	\$24,202		3/13/2012
37	2009 COPS LE Technology Grant*	03/11/12 09/10/12	\$300,000	\$0	\$0	\$0	\$300,000		3/13/2012

*Amended from original agreement.

\$25,972,128 \$279,844 \$51,749 \$313,024 \$26,616,745 25.61

FY 2012 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Grant Term per Application	Amount requested for PTC			Filled FTEs	PTC Expiration Date	Cm. Ct. PTC Approval Date	Cm. Ct. Contract Approval Date	Has the General Fund been Reimbursed?
			Personnel Cost	Operating Transfer	Total Request					
58	Comprehensive Energy Assistance Program	1/1/2012-12/31/2012	\$29,196	\$29,196	\$58,392	4.00	3/31/2012	12/27/2011	N/A	No
58	Comprehensive Energy Assistance Program*	1/1/2012-12/31/2012	\$0	\$0	\$175,000	0.00	3/31/2012	12/27/2011	N/A	No
58	Casey Family Programs Community and Family Reintegration Project	1/1/2012-12/31/2012	\$15,196	\$15,196	\$30,392	1.00	3/31/2012	12/27/2011	N/A	No
Totals			\$44,392	\$44,392	\$263,784	5.00				

*This portion of the request is not a typical permission to continue and will temporarily use General Fund resources for grant program operating expenses. Expenses will be made in the General Fund and reclassified against the grant once funds are available.

TRAVIS COUNTY FY 09 - FY 14 PLANNING TOOL FOR AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) AND LARGE MULTI-YEAR GRANT CONTRACTS

The potential impact in future years to the County is shown for planning purposes only. County funding determinations will be made annually by the Commissioners Court based on the availability funding and progress of the program. ARRA Grants are highlighted in bold.

Future year amounts are estimated if not known and impact amounts may be reduced if additional Non-County funding is identified. Amounts shown in a particular year may not represent the actual grant term allocation since terms may overlap the County's Fiscal Year.

Grant Contracts approved by Commissioners Court

Dept	Grant Title	FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
		Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact
Criminal Justice Planning	Travis County Mental Public Defenders Office. To establish the nation's first stand alone Mental Health Public Defenders Office. Full impact in FY 12 when grant is no longer available.	\$ 375,000	\$ 250,000	\$ 250,000	\$ 375,000	\$ 125,000	\$ 500,000	\$ -	\$ 625,000	\$ -	\$ 625,000	\$ -	\$ 625,000
Criminal Justice Planning	Office of Parental Representation. County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. Full impact in FY 12 when grant is no longer available. Impact amounts will be updated to take into account internal reallocations and any potential costs/savings to indigent attorneys fees that are centrally budgeted.	\$ 300,000	\$ 307,743	\$ 100,000	\$ 102,360	\$ 50,000	\$ 152,360	\$ -	\$ 152,360	\$ -	\$ 152,360	\$ -	\$ 152,360
Criminal Justice Planning	Office of Child Representation. County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. FY 11 is last year of grant. Impact amounts will be updated to take into account internal reallocations and any potential costs/savings to indigent attorneys fees that are centrally budgeted.	\$ 300,000	\$ 301,812	\$ 100,000	\$ 102,358	\$ 50,000	\$ 152,359	\$ -	\$ 152,359	\$ -	\$ 152,359	\$ -	\$ 152,359
Criminal Justice Planning	Travis County Information Management Strategy for Criminal Justice (ARRA). Includes technology funding for (Constables, Records Management, Adult Probation, Juvenile Probation, Court Administration, County Attorney's Office, District Attorney's Office and Manor Police Department).	\$ -	\$ -	\$ 487,359	\$ -	\$ -	\$ 26,432	\$ -	\$ 26,432	\$ -	\$ 26,432	\$ -	\$ 26,432
Facilities Management	Energy Efficiency and Conservation Block Grant (ARRA).For Retrofit of the Travis County Executive Office Building HVAC System. One-time grant and includes a \$1.2 million County contribution in FY 10 to complete project.	\$ -	\$ -	\$ 2,207,900	\$ 1,292,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travis County Sheriff's Office	2009 Byrne Justice Assistance Grant (ARRA). One-time grant for one-time capital purchases. Does not require a County match or program to continue after grant term ends on 9/30/12.	\$ -	\$ -	\$ 123,750	\$ -	\$ 165,000	\$ -	\$ 165,000	\$ -	\$ -	\$ -	\$ -	\$ -
Travis County Sheriff's Office	Travis County Sheriff's Office Response Equipment (ARRA) - One-time funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -
Travis County Sheriff's Office/County Attorney's Office	Recovery Act - STOP Violence Against Women Act. TC Expedited Victims Restoration Grant (ARRA). One-time ARRA funding for laptops for TCSO and one-time funding for a Victim Counselor, laptop computer, and operating expenses for the County Attorney's Office. Grant ends March 2011, but for simplification purposes the award is shown fully in 2010. No County match or commitment after grant ends.	\$ -	\$ -	\$ 64,599	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Community Supervision and Corrections	Recovery Act Combating Criminal Narcotics Activity Stemming from the Southern Border of the US: Enhancing Southern Border Jails, Community Corrections and Detention Operations. (ARRA) Grant will supplement department's state funding to help keep all current probation officer positions. This two year funding goes to the State and there is no County obligation or impact. Full amount of grant is believed to be spent by FY 11.	\$ -	\$ -	\$ 143,750	\$ -	\$ 143,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
District Attorney	Interlocal Agreement for the Austin/Travis County Family Violence Protection Team. Includes funding for the District Attorney's Office, County Attorney's Office, Travis County Sheriff's Office, and Constable Pct 5. Grant is coordinated by the City of Austin. It is possible that the responsibility to apply for the Grant may fall to the County for FY 11 and beyond.	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -
Transportation and Natural Resources	Local Transportation Project - Advanced Funding Agreement (ARRA). ARRA funding to upgrade 4 roads by milling and overlaying roadway. Grant is a one-time grant with the potential for estimated \$13,741 contribution from the Road and Bridge Fund.	\$ -	\$ -	\$ 687,047	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	2009 Phase 27 ARRA Emergency Food and Shelter Program. The grant is a one-year one-time grant for emergency utility assistance that does not require a County match or program to continue after termination.	\$ 41,666	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	Americorps. Grant match is handled internally within the existing budget of the Texas AgriLife Extension Service. Assumes grant will continue each year.	\$ 288,139	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 281,297	\$ -
Health and Human Services	Parenting in Recovery. FY 09 is Year Two of a Potential Five Year Grant. The full impact will occur in FY 13 when grant funding is no longer available.	\$ 500,000	\$ 77,726	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ -	\$ 580,000	\$ -	\$ 580,000
Health and Human Services	ARRA Texas Weatherization Assistance Program. Provide weatherization services to low income households		\$ -	\$ 2,311,350	TBD	\$ 5,311,349	TBD		\$ -		\$ -		\$ -
Health and Human Services	Community Development Block Grant ARRA (CDBG-R) Funds to be used for approx 39 water connections for Plainview Estates.	\$ 90,000	\$ -	\$ 136,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	Community Development Block Grant (CDBG). Impact amounts are based on the amounts added for staff added in HHS and County Auditor's Office to support the grant. The Auditor's staff person also supports other large federal grants, but is only listed here for simplification. Actual amounts may vary by year. Assumes grant will continue each year.	\$ 833,133	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,390	\$ 223,908
Health and Human Services	Community Putting Prevention to Work (Tobacco Free Worksite Policy). Interlocal with the City of Austin to receive ARRA funds to develop a tobacco free worksite policy for County facilities. Includes 1.5 FTE to support program. In addition, there are existing resources provided by the State that are available through the employee clinic to help employees to quit tobacco use. Ends Feb 2012.	\$ -		\$ -	\$ -	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -
Totals		\$ 3,070,731	\$ 1,161,189	\$ 8,619,525	\$ 2,175,626	\$ 7,952,569	\$ 1,135,059	\$ 2,272,470	\$ 1,260,059	\$ 1,607,470	\$ 1,760,059	\$ 1,490,480	\$ 1,760,059

County impact includes the grant match amount that is not internally funded or costs that required a budget increase and the amount that may be required by the County upon termination of the grant. This amount does not include all costs related to the administration of the grant that are incurred by the County. Existing grants with approved contracts for the current year with pending applications for the following year are shown only on the contracts sheet to avoid duplication.

GRANT SUMMARY SHEET

Check One:	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
Department/Division:	2102 District Clerk-Criminal Divisoim	
Contact Person/Title:	Michelle Brinkman	
Phone Number:	854-3693	

Grant Title:	Electronic Disposition Reporting				
Grant Period:	From:	4-15-12	To:	8-31-12	
Fund Source:	Federal: <input type="checkbox"/>	State: <input checked="" type="checkbox"/>	Local: <input type="checkbox"/>		
Grantor:	Office of the governor, Criminal Justice Division				
Will County provide grants funds to a subrecipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>			
Are the grant funds pass-through another agency? If yes list originating agency below	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>			
Originating Grantor:					

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	34,939	0	0	0	\$34,939
Operating:	0	0	0	0	\$0
Capital Equipment:	0	0	0	0	\$0
Indirect Costs:	698	0	0	0	\$698
Total:	\$35,637	\$0	\$0	\$0	\$35,637
FTEs:	0.00	0.00	0.00	0.00	0.00

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

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	DB	
County Attorney	<input checked="" type="checkbox"/>	JC	

Performance Measures Applicable Depart. Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
		12/31/11	3/31/12	6/30/12	9/30/12	
Fill in missing EDR reporting elements on cases with incomplete data	3411					
Review cases DPS assigned to Travis County but cannot be matched to District Clerk database to capture necessary identifying numbers and report to DPS	1037					
Validate EDR data on cases to ensure correctness prior to submitting to DPS	2772					
Measures For Grant						
Fill in missing EDR reporting elements on cases with incomplete data	3411					
Outcome Impact Description	Will aid Travis County in achieving the 90% closed arrest requirement mandated by Art. 60.10, C.C.P.					
Review cases DPS assigned to Travis County but cannot be matched to District Clerk database	1037					
Outcome Impact Description	Will aid Travis County in achieving the 90% closed arrest requirement mandated by Art. 60.10, C.C.P.					
Validate EDR data on cases to ensure correctness prior to submitting	2772					
Outcome Impact Description	Will aid Travis County in achieving the 90% closed arrest requirement mandated by Art. 60.10, C.C.P.					

PBO Recommendation:

This is a new grant to request funding for overtime for employees of the District Clerk's Office to work on well-documented criminal history reporting issues to DPS. There is no county match requirement nor any continuing obligations for Travis County. PBO recommends approval.

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

The State of Texas mandates criminal history reporting of court activity on felony case. The data elements required for this reporting, which includes identifying numbers relating to both the person charged with a crime and the actual crime alleged to have been committed, comes from the District Clerk's automated records. Capturing all these numbers at the time a case is filed is not possible for various reasons (not available at the time of filing, multiple felony and misdemeanor charges can stem from a single arrest, the actual execution of a warrant can occur in another county), so a review of case records, data from other county criminal justice

departments, and information from DPS is required to ensure all identifying numbers and other required case data is entered before the disposition can be reported to DPS.

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

As criminal history reporting via the EDR process is an ongoing requirement, the District Clerk has identified resource needs related to ensuring required data is captured and validated prior to transmittal to DPS. These resource needs will be included in the District Clerk's 2013 budget request.

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

No match.

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

Yes, 2% indirect.

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

This program is part of the core business of the District Clerk in order to comply with mandated criminal history reporting and cannot be discontinued. The resource needs of the District Clerk to continue meeting this mandate will be requested starting in FY13

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

Program not new; criminal history reporting is an ongoing State mandate.

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

This program will enable the District Clerk to complete criminal history reporting on disposed cases from 2006 - 2011.

[Print This Page](#)

Agency Name: Travis County
Grant/App: 2552901 **Start Date:** 4/15/2012 **End Date:** 8/31/2012

Project Title: Electronic Disposition Reporting
Status: Application Pending Submission

Narrative Information

Primary Mission and Purpose

The State Criminal Justice Planning (421) Fund supports programs designed to reduce crime and improve the criminal or juvenile justice system.

Funding Levels

The anticipated funding levels for the Fund 421 program are as follows:

- Minimum Award - \$10,000
- Maximum Award - None
- Match Required - None

For more information regarding grantee match, please click on the **Budget** tab, and then click on the **Source of Match** tab in eGrants.

Note: If you voluntarily include matching funds that exceed the minimum match requirement, you will be held to that amount throughout the grant period.

Juvenile Justice Program Requirements

Preferences – Preference will be given to those applicants that demonstrate cost effective programs focused on proven or promising approaches to services provision.

Juvenile Justice Board Priorities - Juvenile justice projects or projects serving delinquent or at-risk youth will address at least one of the following priorities developed by the Governor's Juvenile Justice Advisory Board to be eligible for funding.

Prevention and Early Intervention at First Offense - Fund programs or other initiatives designed to positively impact youth prior to their involvement in the juvenile justice system or at their first offense and divert them from a path of serious, violent and chronic delinquency. Programs may include support for school resource officers, alcohol and substance abuse education, mentoring and after-school programs.

Disproportionate Minority Contact (DMC) - Decrease DMC, which exists if minority youth have a higher rate of contact with the juvenile justice system than do non-Hispanic white youth. Fund programs or other initiatives designed to address the disproportionate number of juvenile members of minority groups who come into contact with the juvenile justice system.

Gang Prevention and Intervention - Fund programs that address issues related to juvenile gang activity and the recruitment of juvenile members. These issues include information sharing and prevention and intervention efforts directed at reducing gang-related activities.

Specialized Treatment Services - Fund programs that address the use and abuse of illegal substances, prescription and non-prescription drugs and alcohol. Counseling and professional therapy may also be provided to sex offenders and youth with anger management issues.

Juvenile Justice System Impact - Fund programs designed to impact offender accountability or improve the practices, policies or procedures within the juvenile justice system including rehabilitating and educating youth who have been involved in the juvenile justice system so that future involvement in criminal activity is deterred.

Victim Assistance Program Requirements

Preferences - Preference will be given to applicants that promote comprehensive victim restoration while incorporating an emphasis on cultural competency in underserved populations. Applicants are also encouraged to streamline administrative and reporting processes by consolidating grant requests whenever possible in lieu of submitting multiple applications.

Culturally Competent Victim Restoration - Applicants agree to promote collaboration and coordination among local service systems that involve multiple disciplines and support a seamless delivery of a continuum of services that focus on each individual's return to full physical, mental, and emotional health while incorporating an emphasis on cultural competency in underserved populations.

Provide information in this section regarding how your organization is culturally competent when providing services to victims. Here are some guidelines to follow: Victim service providers must have the ability to blend cultural knowledge and sensitivity with victim restoration skills for a more effective and culturally appropriate recovery process. Cultural competency occurs when (1) cultural knowledge, awareness and sensitivity are integrated into action and policy, (2) the service is relevant to the needs of the community and provided by trained staff, board members, and management, and (3) an advocate or organization recognizes each client is different with different needs, feelings, ideas and barriers.

N/A

Criminal Justice Program Requirements

Preferences – Preference will be given to applicants that support law enforcement activities, prosecution, and improvements to technology, and reentry of offenders into the community.

Prohibition on Serving Certain Adult Offenders – Applicants will not serve adult offenders charged with, given deferred adjudication for, or convicted of violent or other serious crimes including murder, arson, robbery, sexual assault, aggravated sexual assault, burglary, felony drug crimes, crimes against children, kidnapping, aggravated kidnapping, and manslaughter, unless the executive director of CJD grants an exception.

Eligible Activities - Applicant assures that its proposed project meets at least one of the following areas to be eligible for funding:

- **Law Enforcement** – Supports state and local law enforcement agencies that address violent crime or statistically supported major crime initiatives at the local level. Law enforcement agencies applying for equipment only or agencies applying to provide law enforcement training must apply under this program area unless they are seeking to purchase or enhance technology.
- **Prosecution and Court** – Programs that improve the prosecution of serious and violent crimes, including those that reduce the time from arrest to disposition.
- **Technology** – Programs that implement or expand a law enforcement agency’s ability to report and analyze crime. Applicant assures that any criminal intelligence databases developed under this program will comply with 28 CFR Part 23.
- **Substance Abuse Treatment** – Programs that target substance abuse treatment for juveniles or adults who have been court ordered to participate, including drug courts and projects that serve as alternatives to incarceration.
- **Corrections and Community Corrections** – Programs that reintegrate adults and juveniles into the community.

Program Income - Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income to CJD through a formal grant adjustment and to secure CJD approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after CJD’s approval of a grant adjustment and prior to requesting reimbursement of CJD funds.

- **Deduction Method** – Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless CJD authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the CJD award and grantee match rather than to increase the funds committed to the project.
- **Asset Seizures and Forfeitures** – Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Assets Seizures and Forfeitures

Applicant agrees to comply with the following:

1. Applicant will maintain on file and provide a copy of the asset sharing agreement between the agency and any other criminal justice agency outlining the distribution of assets forfeited in the course of grant-related activities. The asset agreement must clearly describe the distribution of forfeited assets within the grantee agency in regards to grant-funded and non-grant funded personnel participating in grant-related activities.
2. Applicant shall maintain a logbook of all assets seized in the course of grant-related activities. The logbook shall record the assets seized, the date and time of the asset seizure, the case number of the incident involving the asset seizure, the name of the grantee agency employee(s) who were involved in the seizure of the assets, the date seized assets are forfeited, the date forfeited assets are liquidated if not cash, and the final disposition of cash from cash forfeitures or property sales to the grantee agency.

Uniform Crime Reporting - Applicant assures that if it operates a law enforcement agency, the agency is current and has been current in reporting required Part 1 violent crime data for three previous years to the Texas Department of Public Safety and will continue reporting throughout the grant period.

Criminal History Reporting - Applicant assures that they are currently reporting and will maintain timely reporting of all information required under the Texas Code of Criminal Procedure, Chapter 60.

Constitutional Compliance - Applicant assures that they will engage in no activity that violates Constitutional law including profiling based upon race.

Information Systems - Applicant assures that any new criminal justice information systems will comply with data sharing standards for the Global Justice XML Data Model and the National Information Exchange Model.

Drug Court Program Requirements

Preferences – Preference will be given to:

1. mandated drug courts under Texas Health and Safety Code, §469.006; and
2. non-mandated drug courts operating in counties with a population of less than 200,000.

Ten Essential Characteristics

Drug Court programs that provide court-supervised substance abuse treatment as an alternative to traditional criminal sanctions, as defined in Chapter 469 of the Texas Health and Safety Code must incorporate the following ten (10) essential characteristics of drug courts noted below and codified in Texas Health and Safety Code §469.001 to be eligible for funding.

Describe in detail how your program meets each of the ten essential characteristics of a drug court.

Integration of Services - The integration between alcohol and other drug treatment services in the processing of cases in the judicial system.

N/A

Non-Adversarial Approach - The use of a non-adversarial approach involving prosecutors and defense attorneys to promote public safety and to protect the due process rights of program participants.

N/A

Prompt Placement - Early identification and prompt placement of eligible participants in the program.

Access - Access to a continuum of alcohol, drug, and other related treatment and rehabilitative services.

Abstinence Monitoring - Monitoring of abstinence through weekly alcohol and other drug testing.

Compliance Strategy - A coordinated strategy to govern program responses to participants' compliance.

Judicial Interaction - Ongoing judicial interaction with program participants.

Evaluation - Monitoring and evaluation of program goals and effectiveness.

Education - Continuing interdisciplinary education to promote effective program planning, implementation, and operations.

Partnerships - Development of partnerships with public agencies and community organizations.

General Approaches

- **Pre-adjudication** - The defendant is diverted to the treatment program in lieu of prosecution before charges are filed or before final case.
- **Post-adjudication** - The drug offender begins the drug court program after entering a plea of guilty or nolo contendere or having been found guilty, often as a condition of probation.
- **Reentry** - Offenders completing sentences of incarceration or lengthy terms of residential treatment are ordered into the treatment program to facilitate their transition and reintegration into society.
- **Civil** - Participants enter the drug court program in relation to suits affecting the parent-child relationship, including child welfare / CPS cases, child support cases, or other civil matters.

Select the **general approach(es)** that best fit this drug court.

Select **all** that apply:

- Pre-adjudication
- Post-adjudication
- Reentry
- Civil
- N/A

Observation - The drug court team (judge, prosecutor, defense counsel, treatment provider, supervision officer, court coordinator, etc.) of a new program must observe at least one drug court staffing session and hearing, in Texas, prior to program implementation.

Policies and Procedures - The drug court will develop and maintain written policies and procedures for the operation of the program.

Information Sharing - The applicant will submit a copy of any project evaluations, evaluation plans, recidivism studies, or related reports that are completed during the grant period to CJD.

Jurisdiction - Provide the name of the court administering the Drug Court program (e.g., 999th Judicial District Court, Somewhere County Criminal Court, or City of Somewhere Municipal Court). If this has not been decided enter 'To Be Determined', or enter 'N/A' if this item does not apply.

Drug Court Date - If the Court has commenced operations, provide the date that the Court was established.

Enter the date [mm/dd/yyyy]:

Drug Court Type

- **Adult** - Programs serving adults (either pre-adjudication, post-adjudication, or reentry).
- **Veterans** - Programs serving veterans or current members of the United States armed forces, including members of the Reserves, National Guard or State Guard.
- **Family** - Programs serving parents who enter the drug court in relation to suits affecting the parent-child relationship, including child welfare / CPS cases, child support cases, or other civil matters.
- **Juvenile** - Programs serving juveniles (either pre-adjudication, post-adjudication, or reentry).

Select the type of drug court that will be operated:

- Adult
- Veterans
- Family
- Juvenile
- N/A

Will the drug court accept **DWI offenders**?

Select the appropriate response:

- Yes
- No
- N/A

Presiding Judge - The presiding judge of a drug court must be an active judge holding elective office or a master.

Enter the name, phone number, and email address of the **Presiding Judge** for the Drug Court. If this has not been decided enter 'To Be Determined', or enter 'N/A' if this item does not apply. Applicant must notify CJD with this information when a judge is appointed.

Enter the name, phone number and email address of the **Drug Court Coordinator**. If this has not been decided enter 'To Be Determined', or enter 'N/A' if this item does not apply.

Federal Funding - Applicant agrees to apply for federal grant funding from the Bureau of Justice Assistance to support operations of the court. Applicant also agrees to notify CJD immediately of any additional state or federal grants or other funds that may become available to support operation of the court. At that time, CJD may deobligate a portion of the funds awarded under this solicitation.

Has the drug court ever applied for **federal funding**?

Select the appropriate response:

- Yes
- No
- N/A

Has the drug court ever received **federal funding**?

Select the appropriate response:

- Yes
- No
- N/A

If you selected **Yes** above, provide the federal award amount, grant period [mm/dd/yyyy to mm/dd/yyyy], and how the funds were used or will be used if the federal grant period overlaps with the grant period for this solicitation.

Enter the federal funding description:

TDSHS - CMBHS Registration - Applicant assures that it is currently registered or will register with the Texas Department of State Health Services (TDSHS) - Clinical Management for Behavioral Health Services (CMBHS) database. Information about registration procedures can be accessed [here](#).

Community Planning Participation

Did the applying agency participate in the Local or Regional community planning process?

Select the appropriate response:

- Yes
- No
- N/A

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Diane Blankenship

Enter the Address for the Civil Rights Liaison:

Director of Human Resources Management Department Travis County 1010 Lavaca Austin, TX 78701

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999]:

(512) 854-9165

Certification

Each applicant agency will certify to the specific criteria detailed above under **Program Requirements for Juvenile Justice, Victim Assistance, Criminal Justice**, and (if applicable) **Drug Court Program Requirements** to be eligible for funding under the State Criminal Justice (421) Fund Program Solicitations.

I certify to all of the above eligibility requirements.

Problem Statement:

Please provide a detailed account in the Problem Statement section of the existing issues your project will target.
 Enter your problem statement:

Texas Code of Criminal Procedure Article 60.10 sets compliance criteria for each County's reporting of arrests and dispositions. The standard established by the statute is a ninety percent completeness percentage, meaning that 90% of reported arrests must have a disposition or other resolution reported in time for the first annual report submitted by the Department of Public Safety on or after January 1, 2013. Because Travis County is presently not in compliance with the statute, the Travis County Commissioners Court established a local data advisory board charged with developing and implementing a data reporting improvement plan. The District Clerk's office is represented on this board. By working on the data reporting improvement plan over the last year, Travis County's completeness percentage has approved from less than 40% to approximately 87% for years 2006-2010. The data reporting improvement plan was developed by the advisory board after a comprehensive review of the existing electronic disposition reporting (EDR) process. The Board identified several major factors which directly impact Travis County's overall performance. These factors were found in the business processes as well as in the software. Accordingly, Travis County has redesigned the EDR program and added data elements to the source subsystems, providing a fully automated TRN/TRS tracking module, as well as an error resolution element. Another significant change is the data source of the EDR extraction. The redesign extracts data directly from each of the source subsystems instead of the interagency database (IDB) and eliminates potential IDB contribution fail points. Through this methodology, Travis County has been able to identify missing data fields required for reporting and populate them from other reliable sources. However, at this point, the technological methods for expediting reporting of dispositions and supplying missing data elements have been implemented; but there are still cases that need to be reported for which no technological method is available to identify missing data. A case by case review of the remaining reportable dispositions will be required to complete Travis County's reporting. The District Clerk has identified 7,220 cases stemming from arrests occurring from 2006 forward requiring review and research to identify that populate the missing data, much of which includes the SID (State Identification number) that can only be obtained from the Department of Public Safety. The District Clerk plans to use existing, trained court staff working overtime to complete these reviews; existing staff have the experience and knowledge to perform these reviews expeditiously and, more importantly, accurately. Completing this work by August 1, 2012 is essential for two reasons: 1) to ensure the most complete criminal history possible, and 2) CJD has notified all counties that if they are not in compliance, they will be ineligible to receive any grants under CJD's Justice Assistance Grant Program.

Supporting Data:

Provide as much supporting data, to include baseline statistics and the sources of your data, which are pertinent to where the grant project is located and/or targeted. Do not use statewide data for a local problem or national data for a statewide problem.
 Enter your supporting data:

The sources of the data included in the first five summary charts listed below are DPS and Travis County's Integrated Justice System (IJS). We are able to drill down from each of these summary reports to the records that comprise each total. The overtime funds requested in this application will be used by experienced staff to research these records, determine what needs to be done to correct them and enter the corrections into the IJS for transmission to DPS. The source of the data in the sixth chart is from DPS. The chart shows the completeness percentages for Travis County as of 1/12/12. It reflects the baseline statistics for the grant application. Travis County's goal is to raise the average completeness percentage for 2006 through 2010 to 90% or higher by 8/1/12 and the completeness percentage for 2010 and 2011 individually to 90% or higher. Total arrests that cannot be matched to data in IJS Year Total District County 2006 7,433 369 5,733 2007 3,631 333 1,674 2008 3,642 390 1,915 2009 2,274 80 1,287 2010 1,733 157 655 Total 18,713 1,329 11,264 Open arrests with matching TRN/TRS but the SID does not match the data entered into IJS 2006 5,408 63 5,345 2007 1,227 62 1,165 2008 1,477 25 1,452 2009 1,180 45 1,135 2010 588 71 517 Total 9,880 266 9,614 Open arrests with a matching TRN and SID in IJS but no corresponding TRS could be found 2006 636 292 344 2007 737 258 479 2008 805 359 446 2009 172 33 139 2010 210 76 134 Total 2,560 1,018 1,542 Open arrests with a matching TRN but no matching TRS and SID could be found in IJS 2006 58 14 44 2007 43 13 30 2008 23 6 17 2009 15 2 13 2010 14 10 4 Total 153 45 108 No indication of the open arrest as reported by DPS could be located in IJS 2006 1,331 2007 1,624 2008 1,337 2009 907 2010 921 Total 6,120

Community Plan:

For projects that have a local or regional impact target area, provide information regarding the community plan need(s) that your project will address.

Enter your community planning needs:

Priority C under Law Enforcement, Prosecution, Courts in Travis County's Community Plan states: Travis County needs to resolve data sharing and confidentiality issues between agencies. The priority level is rated high.

Goal Statement:

Provide a brief description of the overall goals and objectives for this project.

Enter a description for the overall goals and objectives:

The goal of this project is to reach a 90% completeness rate by August 1, 2012 for Travis County adult arrests for calendar years 2006-2010. The objective is to use overtime funds to pay experienced staff to research records that have been identified without a disposition in the DPS database, determine what needs to be done to correct them and enter the corrections into Travis County's integrated justice system for transmission to DPS.

Cooperative Working Agreement (CWA):

When a grantee intends to carry out a grant project through cooperating or participating with one or more outside organizations, the grantee must obtain authorized approval signatures on the cooperative working agreement (CWA) from each participating organization. Grantees must maintain on file a signed copy of all cooperative working agreements, and they must submit to CJD a list of each participating organization and a description of the purpose of each CWA. Cooperative working agreements do not involve an exchange of funds.

For this project, provide the name of the participating organization(s) and a brief description of the purpose(s) for the CWA(s). You should only provide information here that this project's successful operation is contingent on for the named service or participation from the outside organization.

Note: A **Sample CWA** is available [here](#) for your convenience.

Enter your cooperating working agreement(s):

Continuation Projects:

For continuation projects only, if your current or previous year's project is NOT on schedule in accomplishing the stated objectives, briefly describe the major obstacles preventing your organization from successfully reaching the project objectives as stated within your previous grant application. (Data may be calculated on a pro-rated basis depending on how long the current or previous year's project has been operating.)

Enter your current grant's progress:

Project Summary:

Briefly summarize the entire application, including the project's problem statement, supporting data, goal, target group, activities, and objectives. Be sure that the summary is easy to understand by a person not familiar with your project and that you are confident and comfortable with the information if it were to be released under a public information request.

Enter your summary statement for this project:

Travis County is working diligently to meet its obligation under Texas Code of Criminal Procedure Article 60.10 to improve the "County's average disposition completeness percentage to be equal to or greater than 90 percent in the first report the Department of Public Safety submits under Article 60.21(b)(2) on or after January 1, 2013" and to also meet the Criminal Justice Division's (CJD) earlier deadline of August 1, 2012 for counties to reach a 90% disposition completeness percentage rate for adult arrests for calendar years 2006-2010. As of January 27, 2012, Travis County's disposition completeness percentages have improved significantly: 2006 - 81%, 2007 - 87%, 2008 - 87%, 2009 - 87% and 2010 - 86%. The objective of this project is to reach a 90% completeness rate for Travis County adult arrests for calendar years 2006-2010. The strategy for reaching this objective is to use overtime funds from the grant to pay experienced staff to research records that have been identified as disposed but do not have dispositions in the DPS database, determine what needs to be done to correct them and enter the corrections into Travis County's integrated justice system for transmission to DPS. The supporting data come from DPS and Travis County's integrated justice system.

You are logged in as **User Name:** MichelleBrinkman

Travis County Resolution FY12 Electronic Data Reporting Grant

WHEREAS, The Travis County Commissioners Court finds it in the best interest of the citizens of Travis County, that the County's reporting of criminal case history to the Department of Public Safety meet the standards required in Art. 60.10, Code of Criminal Procedure during FY12; and

WHEREAS, The Travis County Commissioners Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Travis County assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Travis County Commissioners Court designates Samuel T. Biscoe, County Judge, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Travis County Commissioners Court approves submission of the grant application for the Electronic Data Reporting Grant to the Office of the Governor, Criminal Justice Division.

Signed by: _____
County Judge Samuel T. Biscoe

Passed and Approved this _____ (Day) of _____ (Month), _____ (Year)

Grant Application Number: _____

GRANT SUMMARY SHEET

Check One:	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
Department/Division:	TNR - Natural Resources and Environmental Quality	
Contact Person/Title:	Melinda Mallia - Environmental Project Manager	
Phone Number:	512-854-4460	

Grant Title:	Travis County Fuels Reduction Project (aka Wildfire Mitigation Grant)				
Grant Period:	From:	September 2012	To:	August 2014	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>		
Grantor:	Texas DPS Division of Emergency Management				
Will County provide grants funds to a subrecipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>			
Are the grant funds pass-through another agency? If yes list originating agency below	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>			
Originating Grantor:	Federal Emergency Management Agency (FEMA)				

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	0	0	0	0	\$0
Operating:	200,775	66,925	0	0	\$267,700
Capital Equipment:	0	0	0	0	\$0
Indirect Costs:	0	0	0	0	\$0
Total:	\$200,775	\$66,925	\$0	\$0	\$267,700
FTEs:	0.00	0.00	0.00	0.00	0.00

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

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	MG	
County Attorney	<input checked="" type="checkbox"/>	JJ	

Performance Measures Applicable Depart. Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
		12/31/11	3/31/12	6/30/12	9/30/12	
Obtain federal assistance to mitigate losses from wildfire	grant award received					grant project implemented
Measures For Grant						
Conduct fuel reduction treatments	0 acres					145 acres
Outcome Impact Description	Removing fuels from Wildland Urban Interface will reduce risk to life, property and endangered species					
Outcome Impact Description						
Outcome Impact Description						

PBO Recommendation:

This grant application, if approved by FEMA, will fund the reduction of fuels such as stumps, landscape debris, shrubs, and lower limbs of trees on Balcones Canyonlands Preserve lands.

The grant match requirement of \$66,925 is proposed to come from two sources. The first portion of the proposed county match of \$7,500 is already encumbered in a General Fund line item in TNR's existing budget. The second portion of the proposed county match totaling \$59,425 is expected to come from Fund 038, the Balcones Canyonlands Preservation Fund. TNR is working with the County Attorney's Office to ensure that this is a legal use of this fund and an answer will be available before Commissioners Court is asked to approve a contract.

PBO recommends approval of this grant application.

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

Grant funds are requested through FEMA's Hazard Mitigation Grant Program (HMGP) to conduct a fuels reduction project in the Wildland Urban Interface (WUI), where the Balcones Canyonlands Preserve adjoins residential neighborhoods or commercial development. Federal funds became available as a result of Presidential Disaster Declaration DR-4029, for the Labor Day Fires. Potential fuels, such as stumps, landscape debris, shrubs, and lower limbs or "ladder fuels", will be removed on 145 acres of county-owned land within approximately 50 feet of the preserve boundary.

The county has conducted Hazard Mitigation projects through this program for flood mitigation since 1998. Because floods has historically been the most common disaster in Travis County and Texas as a whole, wildfire mitigation is a new area for local and State personnel.

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

The county must agree to maintain the fuel treatment areas funded by this grant. The technique used in the project is designed to reduce the need for long-term maintenance. It is estimated that BCP staff will need to do additional work every five to six years.

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

A 25% county match of \$66,925 is required for this grant. The \$7,500 cost for the consultant TNR hired to provide the technical documentation on costs and benefits required by FEMA is an allowable pre-agreement cost. TNR proposes to pay the balance of the match, \$57,425, from BCP fund 038.

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

No, federal funds are available to assist the county with the direct costs of implementation.

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

The project will end when the grant is completed. New grant funds may be sought in the future if the threat of wildfire necessitates additional mitigation work.

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

Hazard Mitigation is an ongoing program for TNR. Flooding has been the most common hazard addressed with active mitigation projects in Travis County and elsewhere throughout the state. This is the first project to mitigate wildfire. Though it is typically a lower risk, unprecedented drought conditions, climate change and increased fire risk have made wildfire an active concern.

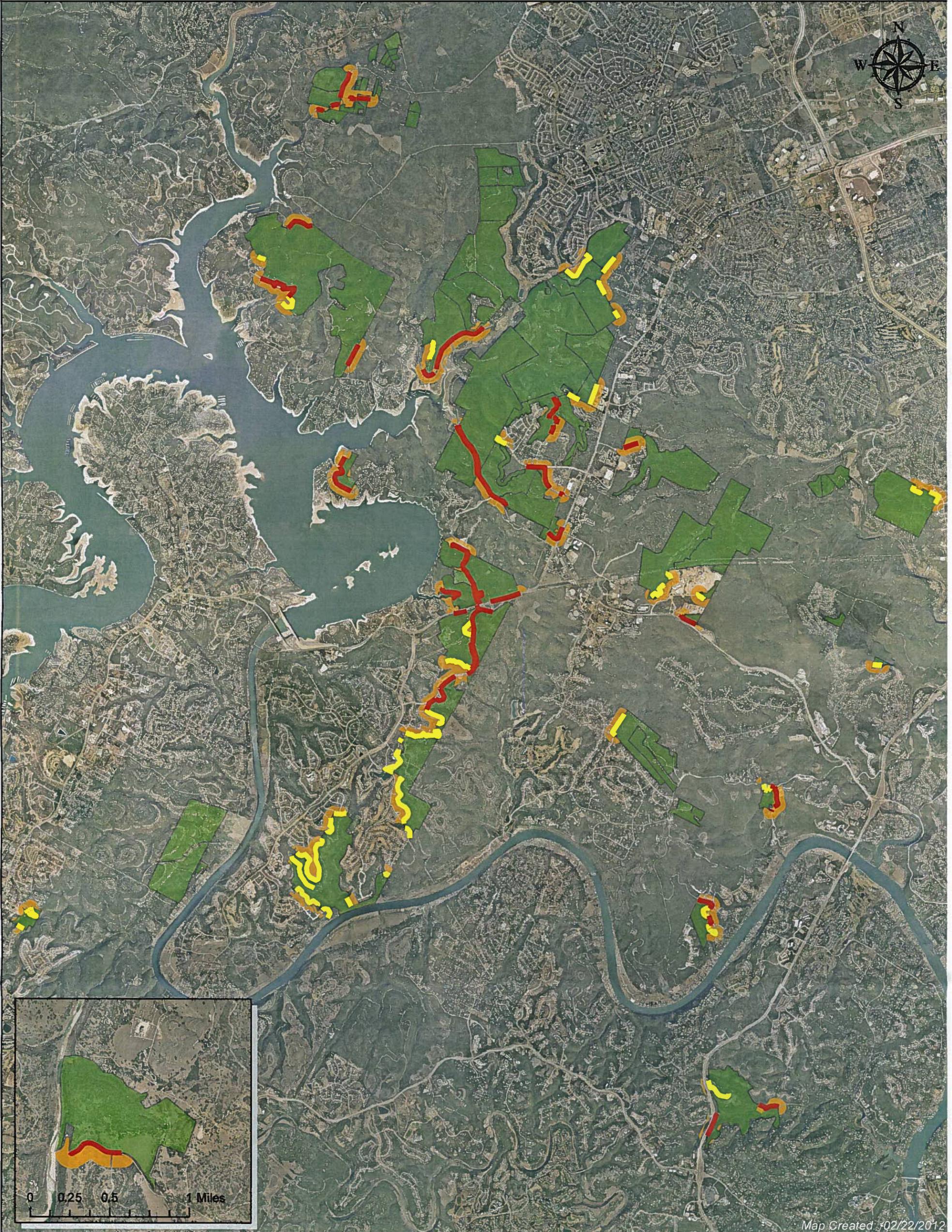
7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

The project will reduce the time available for BCP staff to carry out their day-to-day preserve management responsibilities. Hiring contractors to do the work under the supervision of a Natural Resources Specialist will minimize the time away from normal duties.



Travis County, Texas

HMGP Fuels Reduction Project



Map Created: 02/22/2012

-  Residential Treatment Areas
-  Roadside Treatment Areas
-  Balcones Canyonlands Preserve
-  Benefit Area



MITIGATION GRANT PROJECT APPLICATION**TEXAS HAZARD MITIGATION GRANT PROGRAM**

Mail Application to: State Hazard Mitigation Officer
 Division of Emergency Management
 Texas Department of Public Safety
 P. O. Box 4087
 Austin, Texas 78773-0226

Phone: (512) 424-2429
 FAX: (512) 424-5959

SUB-APPLICANT COUNTY: Travis County**DUNS CODE:** 03090-8842**NAME OF SUB-APPLICANT: (CITY, AGENCY, ETC.)****FIPS CODE:** 48-453

Travis County, Texas

POINT - OF - CONTACT

Melinda Mallia

SUB-APPLICANT ADDRESS: (STREET, CITY, ZIP)**PHONE:** 512-854-4460

P.O. Box 1748 or 1010 Lavaca, Suite 300 Austin, TX 78767

MOBILE:**PROJECT LOCATION ADDRESS:**

Wild/Urban Interface areas of Travis County, Texas owned land in the Balcones Canyonland Preserve

FAX: 512-854-6474**E-MAIL:** Melinda.Mallia@co.travis.tx.us**ESTIMATED TOTAL PROJECT COST:** \$ 267,700.00**PRE-AWARD COST:** \$ 7,500.00**FEDERAL FUNDING (75%):** \$ 200,775

TO BE ELIGIBLE COSTS MUST BE IDENTIFIED AS SEPARATE LINE ITEM IN THE COST ESTIMATE OF THE SUB-APPLICATION. COSTS DIRECTLY RELATED TO DEVELOPING THE APPLICATION OR SUB-APPLICATION MAY BE FUNDED THROUGH HMA AS FUNDS ARE AVAILABLE. (DEVELOP BCA, GATHER EHP DATA, PREPARING DESIGN SPECIFICATIONS, OR FOR WORKSHOPS OR MEETINGS RELATED TO DEVELOPMENT OF APPLICATION.) MAY BE IDENTIFIED PRE-AWARD COSTS AS THEIR NON-FEDERAL COST SHARE. IF GRANT FUNDS ARE **NOT** AWARDED THEN YOU **WILL NOT** RECEIVE REIMBURSEMENT FOR PRE-AWARD COSTS.

LOCAL MATCH (25%): \$ 66,925**SOURCE OF LOCAL FUNDING:** General Fund**DESCRIPTION OF PROJECT / SCOPE OF WORK:**

Fuel reduction projects in Travis County to preserve properties along the wildland/urban interface and outreach to property owners in the interface regarding potential defensible space initiatives.

Signature:**20. Title:** Judge**21. Date:****THIS SECTION FOR STATE USE ONLY**RECOMMENDED **DISASTER DECLARATION NUMBER:**NOT RECOMMENDED **PROJECT CODE:**INELIGIBLE **DATE RECEIVED:****STATE HAZARD MITIGATION OFFICER'S SIGNATURE:****TX APPLICATION #:****FEMA APPLICATION #:****LAT/LONG:****COMMENTS:****DATE:**

State of Texas Assurances

- (a) **Scope.** In addition to federal requirements, state law requires a number of assurances from applicants for federal pass-through or other state-appropriated funds. An attempt has been made below to list major state and federal assurances. Generally, not all of these assurances will be required for any one grant. However, it is the applicant's responsibility to ensure that all assurances required by the awarding agency are submitted.

The legal instrument for awarding state funds must be consistent with the standards prescribed herein; however, these standard conditions or assurances may be incorporated into contracts or grant agreements by reference rather than by being reproduced in their entirety.

(1) A subgrantee must comply with Texas Government Code, Chapter 573, Vernon's 994, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

(2) A subgrantee must insure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, Vernon's 1994, unless otherwise expressly prohibited by law.

(3) A subgrantee must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

(4) A subgrantee must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

(5) No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

(6) A subgrantee that is a law enforcement agency regulated by Texas Government Code, Chapter 415, must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415, Texas

Government Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules.

(7) When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See Uniform Grant Management Standards, Part III, subpart C.36 for additional guidance on contract provisions.)

(8) A subgrantee must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.

(9) Intentionally omitted; This State Assurance corresponds with OMB Approved No. 0348-0042 Federal Assurance number (10).

(10) Intentionally omitted; This State Assurance corresponds with OMB Approved No. 0348-0042 Federal Assurance number (13).

(11) Intentionally omitted; This State Assurance corresponds with OMB Approved No. 0348-0042 Federal Assurance number (11).

(12) Intentionally omitted; This State Assurance corresponds with OMB Approved No. 0348-0042 Federal Assurance number (12).

(13) Subgrantees will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

(14) Subgrantees will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).

(15) Subgrantees will comply with the flood insurance purchase requirements of 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102 (a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

(16) Intentionally omitted; This State Assurance corresponds with OMB Approved No. 0348-0042 Federal Assurances number (15).

(17) Intentionally omitted; This State Assurance corresponds with OMB Approved No. 0348-0042 Federal Assurance number (16).

(18) Intentionally omitted; This State Assurance corresponds with OMB Approved No. 0348-0042 Federal Assurance number (17).

(19) Intentionally omitted; This State Assurance corresponds with OMB Approved No. 0348-0042 Federal Assurance number (11).

(20) Intentionally omitted; This State Assurance corresponds with OMB Approved No. 0348-0042 Federal Assurance number (9).

(21) Subgrantees will comply with Public Law ¹⁰³²²⁷~~103277~~, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. — x

(22) Subgrantees will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

(23) Subgrantees will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing this program.

(24) The applicant must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

(25) Subgrantees must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

Samuel T. Biscoe, Travis County Judge

March 20, 2012

Subgrantee Name & Title

Date

Signature

U.S. Department of Homeland Security SUMMARY SHEET FOR ASSURANCES AND CERTIFICATIONS		O.M.B. No. 3067-0206 Expires February 28, 2007
FOR FY 2012	CA FOR (Name of Applicant) Travis County, Texas	
<p>This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for Federal Assistance.</p> <p>An applicant must check each item that they are certifying to:</p> <p>Part I <input type="checkbox"/> FEMA Form 20-16A, Assurances-Nonconstruction Programs</p> <p>Part II <input checked="" type="checkbox"/> FEMA Form 20-16B, Assurances-Construction Programs</p> <p>Part III <input checked="" type="checkbox"/> FEMA Form 20-16C, Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements</p> <p>Part IV <input type="checkbox"/> SF LLL, Disclosure of Lobbying Activities (If applicable)</p> <p>As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurances and certifications.</p>		
Samuel T. Biscoe <hr/> Typed Name of Authorized Representative		Travis County Judge <hr/> Title
<hr/> Signature of Authorized Representative		March 20, 2012 <hr/> Date Signed
<p>NOTE: By signing the certification regarding debarment, suspension, and other responsibility matters for primary covered transaction, the applicant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by FEMA entering into this transaction.</p> <p>The applicant further agrees by submitting this application that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the FEMA Regional Office entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (Refer to 44 CFR Part 17.)</p>		
Paperwork Burden Disclosure Notice		
<p>"Public reporting burden for this form is estimated to average 1.7 hours per response. Burden means the time, effort and financial resources expended by persons to generate, maintain, retain, disclose, or to provide information to us. You may send comments regarding the burden estimate or any aspect of the form, including suggestions for reducing the burden to: Information Collections Management, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (3067-0206). You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Please do not send your completed form to the above address.</p>		

**U.S. DEPARTMENT OF HOMELAND SECURITY
ASSURANCES-CONSTRUCTION PROGRAMS**

NOTE: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sections 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other non-discrimination provision in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.
11. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchase.
12. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Section 874), the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333) regarding labor standards for federally assisted construction subagreements.

14. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

19. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations and policies governing this program.

20. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

21. It will obtain approval by the appropriate Federal agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval changes that alter the cost of the project, use of space, or functional layout, that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.

22. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State, and local agencies for the maintenance and operation of such facilities.

23. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117. - 1961, as modified (41 CFR 101-17.703). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

24. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transfer, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

25. In making subgrants with nonprofit institutions under this Comprehensive Cooperative Agreement, it agrees that such grants will be subject to OMB Circular A-122, "Cost Principles for Non-profit Organizations" included in Vol. 49, Federal Register, pages 18260 through 18277 (April 27, 1984).

**U.S. DEPARTMENT OF HOMELAND SECURITY
ASSURANCES-NON-CONSTRUCTION PROGRAMS**

Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration) 5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290-ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

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11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

Form 20-16A (BACK)

**U.S. DEPARTMENT OF HOMELAND SECURITY
 CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
 OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 28 CFR Part 17, "Government-wide Debarment and suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

A. As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all subrecipients shall certify and disclose accordingly.

Standard Form LLL, "Disclosure of Lobbying Activities" attached.
(This form must be attached to certification if nonappropriated funds are to be used to influence activities.)

**2. DEBARMENT, SUSPENSION, AND OTHER
 RESPONSIBILITY MATTERS
 (DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform 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 (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attached an explanation to this application.

**3. DRUG-FREE WORKPLACE
 (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17, Sections 17.615 and 17.620:

A. The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

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Texas Division of Emergency Management
 Texas HHSF - Federal Acquisitions
 Form # 20-16C-007, Revision 1.23.2002

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

8. the grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

314 W. 11th

Austin, Travis County

Texas 78701

Check if there are workplaces on file that are not identified here.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a Statewide certification.

Form 20-16C (BACK)

**PROJECT OFFICER DESIGNATION
For
HAZARD MITIGATION GRANT**

March 20, 2012

Date

Subgrantee: Travis County, Texas

Local Government or eligible Agency/Organization

Hazard Mitigation Grant Program (HMGP) Project Number: DR-4029-TX HMGP

Pre-Disaster Mitigation Program (PDM) Project Number: _____

I designate my Project Officer for this grant as follows:

Primary Project Officer	Secondary Project Officer
Name Melinda Mallia	Name Bill Simper
Organization Travis County TNR	Organization Travis County TNR
Official Position Environmental Project Manager	Official Position Natural Resources Specialist
Mailing Address P.O. Box 1748	Mailing Address P.O. Box 1748
City, State, Zip Austin, TX 78767	City, State, Zip Austin, TX 78767
Daytime Phone 512-854-4460	Daytime Phone 512-219-6190 ext. 9
Fax Number na	Fax Number na
Email (Enter in the space below.)	Email (Enter in the space below)
Melinda.Mallia@co.travis.tx.us	William.Simper@co.travis.tx.us
<p>The above Primary and Secondary Project Officers are hereby authorized to execute and file application for this mitigation project on behalf of this organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. Designated Project Officers are authorized by the below Certifying Official to represent and act for this organization in all dealings with the State of Texas for all matters pertaining to this grant, and will serve as the single point of contact with the designated State Project Officer.</p>	

March 20, 2012

Signature of Mayor, Judge, or Executive Director

Date

Samuel T. Biscoe, Travis County Judge

Printed Name of above Authorized Official

Third Party Authorization

Date: March 20, 2012

HMGP Sub-grantee/applicant: Travis County, Texas

Hazard Mitigation Grant Program (HMGP) Project Number: DR-4029-TX HMGP

In order to be more efficient in assisting our sub-grantee/applicant's with their HMGP applications and projects, the State is asking for the contact information below to be filled out for any contacts in addition to the primary and secondary project officers, who will be authorized for involvement in the grant application or project identified above. This would include all outside consultants which can be designated individually or by consulting firm.

Name: Jeffrey S. Ward
Organization: Jeffrey S. Ward & Associates
Official Position: President
Mailing Address: 14401 Bookcliff Court
City, State, Zip: Purcellville, VA 20132
Daytime Phone: 540-668-6945
Fax Number: 1-866-635-6582
Email: jward@rstarmail.com

The above individual has been given permission to communicate with the Texas Division of Emergency Management, Mitigation section, by the sub-grantee concerning their Hazard Mitigation Grant Program applications and projects.

Signature of Authorized Agent/Project Officer

March 20, 2012
Date

Samuel T. Biscoe, Travis County Judge

Printed Name & Title



TRANSPORTATION AND NATURAL RESOURCES

STEVEN MANILLA, P.E., EXECUTIVE MANAGER

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

COST SHARE CERTIFICATION

**Travis County
Hazard Mitigation Grant Program**

Applicant Funding Certification

Travis County hereby certifies that we have the capability to meet the financial obligations of the 25 percent cost share under this Hazard Mitigation Grant Program Application. Although not anticipated, if cost overruns occur that cannot be covered by the grant, Travis County has the capability to meet greater than the required 25% cost share.

Authorized Representative: Samuel T. Biscoe
Title: Travis County Judge

Signature: _____

Date: March 20, 2012

Attachment C Scope of Work

Summary of Proposed Project

Travis County will apply fuels reduction treatments on approximately 145 acres in the wildland-urban interface on the Balcones Canyonlands Preserve where it adjoins residential neighborhoods or commercial development. This treatment approach is designed to reduce the fire risk and prevent rapid movement into the crown by removing fuels and creating a continuous tree canopy that suppresses vegetative growth in the long term. Stumps, vegetative debris, fallen trees, lower limbs and other ladder fuels that carry fire into the crown will be removed, chipped or shredded. The material will be spread on site, where possible, or hauled to a county-operated service yard for use in composting, mulching, and trail maintenance. These treatments encourage growth of a solid canopy that inhibits growth of grasses and herbaceous plants, thus reducing long-term maintenance costs while mitigating the risk of catastrophic wildfire. This will minimize losses of life and property as well as prevent potential harmful impacts on federally protected species.

Need for Project

The State of Texas experienced extreme drought conditions in 2011 that heightened wildfire risks. In Travis County, the drought created vulnerable conditions that resulted in the disastrous Labor Day Fires (DR-4029). In a presentation on February 23, 2012, John Neilsen-Gammon, Ph.D., Professor of Atmospheric Sciences at Texas A&M University and the State Climatologist for Texas, reported that drought conditions are expected to continue even though winter rainfall brought short-term relief. With groundwater and surface water levels at extremely low levels and temperatures continuing to rise above seasonal averages, the ongoing threat from wildfire remains at an unprecedented high.

In Travis County there were multiple fires during the Labor Day disaster, most notably the Steiner Ranch and Spicewood Fires, which occurred in the Wildland-Urban Interface (WUI) and originated near large properties owned and managed by Travis County as parks or preserves. The Spicewood Fire burned 500-600 acres at the county's Milton Reimers Ranch Park. Two other county parks, Northeast Metro Park and Richard Moya Park, were closed and evacuated due to encroaching fires that affected adjoining residential neighborhoods.

The Steiner Ranch Fire destroyed approximately 58 homes in the subdivision adjoining wildlands near the Balcones Canyonlands Preserve and damaged approximately 26 additional properties. Many of the residents in this area perceive that dense stands of Ashe juniper trees on the preserve represent a threat to their property in future wildfires. To address public concerns about wildfire risk Travis County developed the proposed project as a means to mitigate potential losses using the most effective, proven techniques available.

Public Information and Outreach

In conjunction with the fuels reduction treatments on preserve lands, county staff will work with residents, neighborhood associations, emergency services districts and fire department personnel to improve mitigation actions on the residential side of the WUI.

Residents in the vicinity of the treatment areas will receive information on wildland fire behavior, effective wildfire mitigation techniques and defensible space actions they can take to protect their homes. Through members of the Austin/Travis County Wildland Task Force, neighborhoods and individual residents will be encouraged to develop Community Wildfire Protection Plans (CWPP) for their communities.

After the Labor Day Fires, city, county, emergency services district, and fire department personnel formed the Task Force to mitigate future wildfire and improve local response and preparedness. The group is developing a regional CWPP and encourages smaller municipalities and neighborhoods to develop their own, individual CWPPs and become Firewise Communities.

Task Force members customized a "Ready, Set, Go" flyer for distribution to residents of Austin and Travis County. To date printing of 20,000 brochures has been authorized by the Austin City Council and Travis County Commissioners Court. Flyers will be distributed to residents near the treatment areas as part of the proposed fuel treatment projects. It can be viewed online at:

http://www.co.travis.tx.us/fire_marshall/pdf_files/ReadySetGoTexasBooklet.pdf

Balcones Canyonlands Preserve

The Balcones Canyonlands Preserve (BCP) is managed under the terms and conditions of a regional 10(a) permit known as the Balcones Canyonlands Conservation Plan (BCCP) issued by the US Fish & Wildlife Service (USFWS). The permit was issued in 1996 to joint permit holders Travis County and the City of Austin to protect 8 endangered species and 27 species of concern from loss due to urbanization. A number of cooperating partners also own and manage lands dedicated to the BCP, including the Lower Colorado River Authority, Travis Audubon Society, the Nature Conservancy of Texas and several private landowners.

The BCCP has the notable distinction of being the first multi-species, regional Habitat Conservation Plan in the nation. The plan set an ambitious goal, to protect a minimum of 30,428 acres for the Golden-Cheeked Warbler (*Setophaga chrysoparia*) and Black-Capped Vireo (*Vireo atricapilla*) and 62 karst features. Today, this goal has very nearly been met, with 30,370 acres and 46 karst features protected.

The Golden-Cheeked Warbler is a migratory songbird that nests in the oak-juniper woodlands of Central Texas. It builds its nest with bark strips from mature Ashe juniper (or "cedar") and binds the material with collected spider webs. The birds winter in Central America and return to breed in Texas. Loss of suitable habitat has been the main threat to the survival of this species.

Shaded Fuel Treatments

The treatment is designed to inhibit the spread of fire occurring at ground level into the forest canopy as wildfire moves into woodlands from an edge or interface (such as the 'Wildland-Urban Interface' or WUI). Canopy or crown fires are more intense, more difficult to suppress, and pose a greater risk of spread via ember lofting than do surface fires. In addition to facilitating wildfire containment and suppression, fuel reduction within treated areas should result in lowered fire intensities along treatment borders and reduced risk of

structure ignition in neighboring areas in the event of fire moving into the WUI from the wildland side of the interface.

The shaded fuel treatments proposed incorporate several basic principles of wildland fuel mitigation: 1) removal of surface fuels, 2) increased distance between forest floor and canopy, and 3) canopy thinning¹. The intended effect of these actions is to remove 'ladder fuels,' decrease ambient surface temperature, and increase ambient humidity and fuel moisture underneath an intact forest canopy. In addition, growth of herbaceous plants and grasses (and production of their associated 'flashy' fuel types), will be inhibited due to the limited amount of sunlight available beneath such a canopy. This type of treatment appears to have been effective as a prophylactic pre-treatment in woodland areas adjacent to zones where prescribed fires have been implemented by the US Fish and Wildlife Service on the federal Balcones Canyonlands National Wildlife Refuge in recent years.

In addition to the hazard mitigation benefit provided by the shaded fuel treatment, the practice is believed to minimize associated harmful impacts on nesting habitat of the federally protected Golden-Cheeked Warbler.

Specifications for Fuel Reduction Treatments

Treatments will be applied in linear segments adjacent to the preserve property boundary, varying in width from 10 to 100 feet, depending on topography and other site conditions. An average width of 50 feet is assumed for the project overall. The county will use contract labor to prune and thin Ashe Juniper ("cedar"), Live Oak, and other trees. To prevent the spread of oak-wilt disease, any pruning cuts or cut stumps made on Live Oak trees will be immediately painted with an appropriate sealant.

Treatments will have a two-tiered thinning prescription, as follows:

Zone 1 (0-30 feet from boundary)

- Remove surface fuels, downed limbs, and logs under 4 inches in diameter
- Prune limbs to a height of 6 feet
- Remove trees under 4 inches in diameter, up to a maximum of 20% canopy reduction, leaving at least 80% of the canopy intact

Zone 2 (30-100 feet from boundary)

- Remove surface fuels, downed limbs under 4 inches in diameter
- Prune limbs to a height of 4 feet
- Remove trees under 4 inches in diameter, up to a maximum 20% canopy reduction

Woody materials will be chipped or reduced on-site or at the curb, whenever possible. Some conditions may require that limbs and brush be manually hauled or dragged up to 200 feet for processing. In some cases this will require access across residential private property (to be arranged in advance by Travis County staff) in order to chip at curbside. In other cases, chipping may occur on a roadside shoulder or on Travis County property inside the Preserve.

Off-site disposal of chipped wood will be necessary for 20-60% of the total project area. Depending on specific conditions at each work site, on-site disposal (mulch spreading)

may be feasible for 40-80% of total project area. Chipped wood disposed of on-site must be spread to a thickness of 4 inches or less.

Restrictions Due to Endangered Species

The regional permit for the BCCP restricts activities on preserve land that could disturb the endangered Golden-Cheeked Warbler or Black-Capped Vireo during their nesting season. Construction activities are prohibited in endangered species habitat from March 1 through August 31. All fuels treatment work on the project must be conducted from September 1 through February 28 to comply with the BCCP 10(a) Permit.

The USFWS is drafting a Best Management Practices (BMP) document, "Hazard Fuel Treatments in Juniper and Oak-Juniper Woodlands", to provide strategies for treating wildland fuels that pose a threat while minimizing impacts to the Golden-Cheeked Warbler. When following the specifications and intent of the upcoming BMP document, the USFWS has indicated there will be no effect to the Golden-Cheeked Warbler and no further consultation required with the USFWS. Travis County staff has been participating with the USFWS in the drafting process and designed this project to be in compliance with the conditions specified in the BMP.

Alternatives Considered

When analyzing the best options for mitigating wildfire along the Balcones Canyonlands Preserve WUI, three alternatives were considered: 1) performing selective fuels reduction while maintaining canopy cover, 2) removing all junipers within 50 feet of the WUI and 3) no action. While public perception of many in Travis County is that Alternative 2, removing all junipers in the BCP woodlands, would reduce risk to homeowners of adjacent properties, scientific research and wildland fire experience have shown that Alternative 1 is more effectiveⁱ. Such drastic removal of junipers would open up canopy and encourage growth of tall grasses, which represent a more serious fire hazard due to their greater ignition potential and the erratic fire behavior associated with that fuel type.

A "no action" alternative was also considered (Alternative 3). Any boundary segments where no action was considered a better option were not included in the project. For all of the segments in the project, Alternative 1 is considered by staff to be the more effective option.

Hazard Mitigation Plan

Travis County developed its first Hazard Mitigation Plan (HMP) in 2004 and obtained the FEMA's approval in 2005. In 2010, the county updated the plan. It was submitted to the Texas Division of Emergency Management in January 2011 for review and approval. The State completed its review and forwarded it to the FEMA in December 2011. Final approval has not yet been received.

During the update process, flooding remained the greatest risk, making mitigation actions for flood the highest priority. After the update was submitted, an extreme drought developed that affected the entire state and resulted in unprecedented wildfire risk. The county is working with the multi-agency, Wildland Task Force to develop a regional Community Wildfire Protection Plan (CWPP) as well as individual CWPPs for municipalities and neighborhoods. These planning efforts will provide the basis for a

Wildfire Mitigation Update to the HMP. It is anticipated that the update will be completed and submitted to the State in 2012 for approval.

ⁱ Agee, J.K. and C.N. Skinner. 2005. Basic principles of forest fuel reduction treatments. *Forest Ecology and Management* (211): 83-96.

ⁱⁱ J. D. White, Ph.D., J. Thomas, M.S., D. Murray, M.S., M. Sides, M.A., M.B.A., J. Yao. Draft 2009. *The Balcones Canyonlands Preserve Fire Risk and Management: Characterization of Woodland Fuels and Simulated fire Behavior in the Wildland-Urban Interface*. Spatial Ecology Laboratory, Baylor University.

Project Cost Breakdown

Travis County HMGP DR-4029

Budget Class	Item Name	Item Details	Unit Quantity	Unit of Measure	Unit Cost	Cost Estimate
Pre-Award Costs						
Contractual	Application Preparation	BCA Development & Technical Review	1	application	\$ 7,500	\$ 7,500
Post-Award Costs						
Contractual	Environmental Assessment	For NEPA Compliance	1	report	\$ 10,000	\$ 10,000
Contractual	Grant Administration	Sub-Applicant Management Fee	75	hours	\$ 160	\$ 12,000
Contractual	Construction Management	Project layout, field supervision	210	hours	\$ 120	\$ 25,200
Contractual	Public Outreach & Education	Coordination with private property owners, distribute flyers	200	hours	\$ 50	\$ 10,000
Contractual	Construction	Vegetation management, removal, thinning, pruning	145	acres	\$ 1,000	\$ 145,000
Contractual	Construction	Slash disposal, chipping, spreading, mastication	145	acres	\$ 400	\$ 58,000
Total Project Cost Estimate:						\$ 267,700

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Project Timeline

Quarter	Action Items	Description
1	1. Award Notice	
	2. Commissioners Court Approval	Post item on Commissioner's Court to accept grant award or approve grant contract, obtain Auditor's revenue certification, set up budget
	3. Environmental Assessment	Hire contractor to perform environmental assessment
	4. Hire Contractors for Construction, Public Outreach and Grant Administration	Work with Purchasing Office to prepare bid specifications, issue Invitations to Bid, evaluate responses, select contractors
2	1. NEPA Review and Clearance	Obtain environmental clearance to proceed with project
	2. Project Design	Complete project design, prepare schedule for treating segments, identify access needed to work areas, identify locations for debris disposition, obtain permits, if required
	3. Contact Private Landowners	Obtain permission to enter through private property where necessary
	4. Public Outreach & Education	Attend HOA meetings and consult with adjacent property owners to discuss wildfire mitigation techniques to be used on preserve, distribute Ready, Set, Go and discuss defensible space measure private property owners can take on their side of the fence
	5. Contact Private Landowners	Obtain permissions to enter property where necessary
3, 4, 5, 6, 7	1. Conduct fuel treatments	Remove dead vegetation, stumps, and debris. Thin small trees as prescribed. Prune lower branches, remove ladder fuels.
	2. Manage vegetative waste	Chip/shred and spread onsite or at curb where possible. Haul branches or chipped/shredded waste to county holding yard for reuse on trail and composting projects.
8	1. Close out	Submit final reports and billings
	2. Project Inspection	By Texas Division of Emergency Management



TRANSPORTATION AND NATURAL RESOURCES

STEVEN MANILLA, P.E., EXECUTIVE MANAGER

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

Environmental Justice Statement

The proposed project shall comply with Executive Order 12898, Environmental Justice and the applicant certifies that:

1. There are no concentrations of low income or minority populations in or near the Planning area that will be negatively impacted by this project.
2. The Project will not result in a disproportionately high or adverse effect on low income or minority populations
3. As there are no concentrations of low income or minority populations in or near the Planning area that will be negatively impacted by this project, there will be no actions required to be taken by Travis County to ensure achievement of environmental justice for low income and minority populations.

Signature: _____

Authorized Representative: Samuel T. Biscoe

Title: Travis County Judge

Date: March 20, 2012

Record of Environmental Consideration

See 44 Code of Federal Regulation Part 10.

Project Name/Number: DR-4029-TX HMGP

Project Location: Travis County in wild/urban interface areas owned by Travis County, TX in the Balcones 2

Project Description: Wild/Urban Interface Fuel Reduction Project

I. Compliance Review for Environmental Laws (other than NEPA)

A. National Historic Preservation Act

■ Not type of activity with potential to affect historic properties. **(Review Concluded)**
Applicable executed Programmatic Agreement (insert date) Otherwise, conduct standard Section 106 review.

Activity meets Programmatic Allowance # _____

Are project conditions required? Yes (see section V) No **(Review Concluded)**

HISTORIC BUILDINGS AND STRUCTURES

■ No historic properties that are listed or 45/50 years or older in project area. **(Review Concluded)**

Building or structure listed or 45/50 years or older in project area and activity not exempt from review.

■ Determination of No Historic Properties Affected (FEMA finding/SHPO/THPO concurrence on file)

Are project conditions required? Yes (see section V) No **(Review Concluded)**

Determination of Historic Properties Affected (FEMA finding/SHPO/THPO concurrence on file)

Property a National Historic Landmark and National Park Service was provided early notification during the consultation process. If not, explain in comments

■ No Adverse Effect Determination (FEMA finding/SHPO/THPO concurrence on file).

Are project conditions required? Yes (see section V) No **(Review Concluded)**

Adverse Effect Determination (FEMA finding/SHPO/THPO concurrence on file)

- Resolution of Adverse Effect completed. (MOA on file)
Are project conditions required Yes (see section V) No
(Review Concluded)

ARCHEOLOGICAL RESOURCES

- Project affects only previously disturbed ground. **(Review Concluded)**

Project affects undisturbed ground.

- Project area has no potential for presence of archeological resources
Determination of no historic properties affected (FEMA finding/SHPO/THPO concurrence or consultation on file). **(Review Concluded)**

Project area has potential for presence of archeological resources

Determination of no historic properties affected (FEMA finding/SHPO/THPO concurrence on file)

Are project conditions required Yes (see section V) No

(Review Concluded)

Determination of historic properties affected

NR eligible resources not present (FEMA finding/SHPO/THPO concurrence on file).

Are project conditions required Yes (see section V) No

(Review Concluded)

NR eligible resources present in project area. (FEMA finding/SHPO/THPO concurrence on file)

No Adverse Effect Determination. (FEMA finding/SHPO/THPO concurrence on file)

Are project conditions required? Yes (see section V)

No **(Review Concluded)**

Adverse Effect Determination. (FEMA finding/SHPO/THPO concurrence on file)

Resolution of Adverse Effect completed. (MOA on file)

Are project conditions required? Yes (see section V) No

(Review Concluded)

<i>Comments:</i>
<i>Correspondence/Consultation/References:</i>

B. Endangered Species Act

- No listed species and/or designated critical habitat present in areas affected directly or indirectly by the Federal action. **(Review Concluded)**

Listed species and/or designated critical habitat present in the areas affected directly or indirectly by the Federal action.

No effect to species or designated critical habitat. (See comments for justification)

Are project conditions required? Yes (see section V) No **(Review Concluded)**

May affect, but not likely to adversely affect species or designated critical habitat (FEMA determination/USFWS/NMFS concurrence on file) **(Review Concluded)**

Are project conditions required? Yes (see section V) No **(Review Concluded)**

Likely to adversely affect species or designated critical habitat
Formal consultation concluded. (Biological Assessment and Biological Opinion on file)

Are project conditions required? YES (see section V) NO **(Review Concluded)**

Comments:
Correspondence/Consultation/References:

C. Coastal Barrier Resources Act

■ Project is not on or connected to CBRA Unit or Otherwise Protected Area **(Review Concluded)**.

Project is on or connected to CBRA Unit or Otherwise Protected Area. (FEMA determination/USFWS consultation on file)

Proposed action an exception under Section 3505.a.6? **(Review Concluded)**
 Proposed action not excepted under Section 3505.a.6.

Are project conditions required? YES (see section V) | NO **(Review Concluded)**

Comments:
Correspondence/Consultation/References:

D. Clean Water Act

■ Project would not affect any waters of the U.S. **(Review Concluded)**

Project would affect waters, including wetlands, of the U.S.

Project exempted as in kind replacement or other exemption. **(Review Concluded)**

Project requires Section 404/401/or Section 9/10 (Rivers and Harbors Act) permit, including qualification under Nationwide Permits.

Are project conditions required? YES (see section V) NO **(Review Concluded)**

Comments:
Correspondence/Consultation/References:

E. Coastal Zone Management Act

- Project is not located in a coastal zone area and does not affect a coastal zone area **(Review concluded)**

Project is located in a coastal zone area and/or affects the coastal zone

State administering agency does not require consistency review. **(Review Concluded)**.

State administering agency requires consistency review.

Are project conditions required? YES (see section V) | NO **(Review Concluded)**

Comments:
Correspondence/Consultation/References:

F. Fish and Wildlife Coordination Act

- Project does not affect, control, or modify a waterway/body of water. **(Review Concluded)**

Project affects, controls or modifies a waterway/body of water.

Coordination with USFWS conducted

No Recommendations offered by USFWS. **(Review Concluded)**

Recommendations provided by USFWS.

Are project conditions required? YES (see section V) NO **(Review Concluded)**

Comments:
Correspondence/Consultation/References:

G. Clean Air Act

- Project will not result in permanent air emissions. **(Review Concluded)**

Project is located in an attainment area. **(Review Concluded)**

Project is located in a non-attainment area.

Coordination required with applicable state administering agency..

Are project conditions required? YES (see section V) | NO **(Review Concluded)**

Comments:
Correspondence/Consultation/References:

H. Farmland Protection Policy Act

- Project does not affect designated prime or unique farmland. **(Review Concluded)**

Project causes unnecessary or irreversible conversion of designated prime or unique farmland.

Coordination with Natural Resource Conservation Commission required.

Farmland Conversion Impact Rating, Form AD-1006, completed.

Are project conditions required? YES (see section V) NO

(Review Concluded)

Comments:

Correspondence/Consultation/References:

I. Migratory Bird Treaty Act

■ Project not located within a flyway zone. **(Review Concluded)**

Project located within a flyway zone.

Project does not have potential to take migratory birds. **(Review Concluded)**

Are project conditions required? Yes (see section V) No **(Review**

Concluded)

Project has potential to take migratory birds.

Contact made with USFWS

Are project conditions required? YES (see section V) NO

(Review Concluded)

Comments:

Correspondence/Consultation/References:

J. Magnuson-Stevens Fishery Conservation and Management Act

■ Project not located in or near Essential Fish Habitat. **(Review Concluded)**

Project located in or near Essential Fish Habitat.

Project does not adversely affect Essential Fish Habitat. **(Review Concluded)**

Are project conditions required? Yes (see section V) No **(Review**

Concluded)

Project adversely affects Essential Fish Habitat (FEMA determination/USFWS/NMFS concurrence on file)

NOAA Fisheries provided no recommendation(s) **(Review**

Concluded).

Are project conditions required? Yes (see section V) No

(Review Concluded)

NOAA Fisheries provided recommendation(s)

Written reply to NOAA Fisheries recommendations completed.

Are project conditions required? YES (see section V)

NO **(Review Concluded)**

Comments:

Correspondence/Consultation/References:

K. Wild and Scenic Rivers Act

■ Project is not along and does not affect Wild or Scenic River (WSR) - **(Review Concluded)**

Project is along or affects WSR

Project adversely affects WSR as determined by NPS/USFS. **FEMA cannot fund the action.** (NPS/USFS/USFWS/BLM consultation on file) **(Review Concluded)**

Project does not adversely affect WSR. (NPS/USFS/USFWS/BLM consultation on file)

Are project conditions required? YES (see section V) | NO **(Review Concluded)**

Comments:
Correspondence/Consultation/References:

L. Other Relevant Laws and Environmental Regulations

Identify relevant law or regulations, resolution and any consultation/references

II. Compliance Review for Executive Orders

A. E.O. 11988 - Floodplains

■ No Effect on Floodplains/Flood levels and project outside Floodplain - **(Review Concluded)**

Located in Floodplain or Effects on Floodplains/Flood levels

No adverse effect on floodplain and not adversely affected by the floodplain.

(Review Concluded)

Are project conditions required? Yes (see section V) No **(Review Concluded)**

Beneficial Effect on Floodplain Occupancy/Values **(Review Concluded)**.

Possible adverse effects associated with investment in floodplain, occupancy or modification of floodplain environment

8 Step Process Complete - documentation on file

Are project conditions required? YES (see section V) NO

(Review Concluded)

Comments:
Correspondence/Consultation/References:

B. E.O. 11990 - Wetlands

- No Effects on Wetland(s) and project located outside Wetland(s) - **(Review Concluded)**

Located in Wetland or effects Wetland(s)

Beneficial Effect on Wetland - **(Review Concluded)**

Possible adverse effect associated with constructing in or near wetland

Review completed as part of floodplain review

8 Step Process Complete - documentation on file

Are project conditions required? YES (see section V) NO

(Review Concluded)

Comments:
Correspondence/Consultation/References:

C. E.O. 12898 - Environmental Justice For Low Income and Minority Populations

- No Low income or minority population in, near or affected by the project - **(Review Concluded)**

Low income or minority population in or near project area

No disproportionately high and adverse impact on low income or minority population- **(Review Concluded)**

Disproportionately high or adverse effects on low income or minority population

Are project conditions required? YES (see section V) | NO **(Review Concluded)**

Comments:
Correspondence/Consultation/References:

III. Other Environmental Issues

Identify other potential environmental concerns in the comment box not clearly falling under a law or executive order (see environmental concerns scoping checklist for guidance).

Comments:
Correspondence/Consultation/References:

IV. Extraordinary Circumstances

Based on the review of compliance with other environmental laws and Executive Orders, and in consideration of other environmental factors, review the project for extraordinary circumstances.

* A "Yes" under any circumstance may require an Environmental Assessment (EA) with the exception of (ii) which should be applied in conjunction with controversy on an environmental issue. If the circumstance can be mitigated, please explain in comments. If no, leave blank.

Yes

- (i) Greater scope or size than normally experienced for a particular category of action
- (ii) Actions with a high level of public controversy
- (iii) Potential for degradation, even though slight, of already existing poor environmental conditions;
- (iv) Employment of unproven technology with potential adverse effects or actions involving unique or unknown environmental risks;
- (v) Presence of endangered or threatened species or their critical habitat, or archaeological, cultural, historical or other protected resources;
- (vi) Presence of hazardous or toxic substances at levels which exceed Federal, state or local regulations or standards requiring action or attention;
- (vii) Actions with the potential to affect special status areas adversely or other critical resources such as wetlands, coastal zones, wildlife refuge and wilderness areas, wild and scenic rivers, sole or principal drinking water aquifers;
- (viii) Potential for adverse effects on health or safety; and
- (ix) Potential to violate a federal, state, local or tribal law or requirement imposed for the protection of the environment.
- (x) Potential for significant cumulative impact when the proposed action is combined with other past, present and reasonably foreseeable future actions, even though the impacts of the proposed action may not be significant by themselves.

Comments: A full environmental review will be completed, including letters to appropriate agencies.

Benefit Cost Analysis Technical Report – Travis County Fuels Reduction Project

Risk/Benefit Categories

The analysis considers the avoided damages to structures that are at risk from damage from a wildfire in the Balcones Canyonlands Preserve area of Travis County. All areas analyzed for inclusion in this full reduction project are on County owned land.

Structure Damages

The benefit/cost ratios for the structures were determined by use of FEMA's full data model, which calculates a present value of future damages that are estimated to occur over the useful life of the project (in our case, 3 years – which is the minimal/most conservative Project Useful Life (PUL) for this type of mitigation project) and divides that figure by the cost of the project. The estimated future damages are based on standard/default inputs into the Benefit Cost Analysis (BCA) 4.5.5. software for wildfire.

Attached to this application are the actual BCA results for the FEMA software.

Structure Replacement Value Determinations for Non-Residential Structures

For the residential structures we used Travis Central Appraisal District (TCAD) building value to determine the value of at risk structures within each of the –project areas. TCAD reports for each parcel in the benefit area and Marshall and Swift tables are available upon request. Further, a spread sheet showing the specific information for each improved parcel is provided as an attachment within the BCA section of the application.

Contents Replacement Value Determinations for Residential Structures

For Contents values and displacement, FEMA default values were used.

Project Costs

All cost estimates were based on research, quotes, industry information, and discussions with forestry service personnel.

Project Personnel:

A Natural Resources Specialist, who serves as a land manager, biologist and wildfire specialist on Travis County's Balcones Canyonlands Preserve staff, will serve as the primary project coordinator. Duties will include project design, field layout, field supervision, and contract management for the construction and public outreach contractors.

An Environmental Project Manager in the Natural Resources and Environmental Quality Division will serve as a general project manager, grant administrator, and contract manager for grants administration.

Supplies:

The county print shop will produce "Ready, Set, Go" brochures needed for distribution to private property owners and Home Owners Associations near the treatment areas. These costs, therefore, are not included in the project budget. The flyers, initially provided by the Texas Forest Service, have been customized for residents of Travis County and the City of Austin. The city and county have authorized printing 20,000 flyers since the Labor Day Fires.

Contractual:

To estimate construction costs for this project, staff consulted with two private contractors specializing in brush removal, the City of Austin, the Texas Forest Service, wildland fire experts with the USFWS, and a county road and bridge manager.

COST ESTIMATE

Project Cost Breakdown

Travis County HMGP DR-4029

Budget Class	Item Name	Item Details	Unit Quantit y	Unit of Measure	Unit Cost	Cost Estimate
Pre-Award Costs						
Contractual	Application Preparation	BCA Development & Technical Review	1	application	\$ 7,500	\$ 7,500
Post-Award Costs						
Contractual	Environmental Assessment	For NEPA Compliance	1	report	\$10,000	\$ 10,000
Contractual	Grant Administration	Sub-Applicant Management Fee	75	hours	\$ 160	\$ 12,000
Contractual	Construction Management	Project layout, field supervision	210	hours	\$ 120	\$ 25,200
Contractual	Public Outreach & Education	Coordination with private property owners, distribute flyers	200	hours	\$ 50	\$ 10,000
Contractual	Construction	Vegetation management, removal, thinning, pruning	145	acres	\$ 1,000	\$ 145,000
Contractual	Construction	Slash disposal, chipping, spreading, mastication	145	acres	\$ 400	\$ 58,000
Total Project Cost Estimate:						\$ 267,700

Benefit Cost Analysis Summary

Calculated avoided damages (using 4.5.5 Software)	\$ 2,217,123
Total Project Costs	\$ 267,700
Benefit Cost Ratio	8.28

GRANT SUMMARY SHEET

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

Grant Title:	Parenting in Recovery		
Grant Period:	From:	9/30/11	To: 9/29/12
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	U.S. Dept. of Health and Human Services, Administration for Children and Families		
Will County provide grants funds to a subrecipient?	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Are the grant funds pass-through another agency? If yes list originating agency below	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Originating Grantor:			

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:		57,818	72,469	0	130,287
Operating:	583,843.15	5,000	7,531	52,212	648,586.15
Capital Equipment:	0	0	0	0	\$0
Indirect Costs:	0	0	0	0	\$0
Total:	583,843.15	62,818	80,000	52,212	778,873.15
FTEs:			1		1

TCHHSVS is requesting the U.S. Dept. of Health and Human Services approve adding \$83,843.15 in unspent grant funds from FY'11 to the \$500,000 in grant funds awarded for FY'12. The FY'11 funds will be used to complete treatment for clients enrolled during FY'11. The total cash and in-kind match comes to \$195,030. Travis County is providing \$62,818 in General Fund money to support the grant in the County Cost Share column. Travis County is providing \$80,000 as a cash match in the County Contribution column. The \$52,212 in the In-Kind column is split between Travis County and the grant partners with the county providing office space with a market value of \$2,036 while the grant partners are providing the remaining \$50,176. (See question #2 below.)

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

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	JC	
County Attorney	<input checked="" type="checkbox"/>	MEG	

Performance Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
		12/31/11	3/31/12	6/31/12	9/30/12	
Applicable Depart. Measures						

Number of clients receiving substance treatment services (Please note this number reflects County portion of the Substance Abuse Treatment (SAMSO) contract with ATCIC which is 43% based on financial contribution. Due to this population having multiple treatment episodes and SAMSO being a calendar year contract, actual numbers are not available until end of the calendar year. All numbers are projections based on prior years.)	250					250
Number of families involved with child welfare completing service plan goals	90					90
Number of new children entering care	275					275

Measures For Grant						
Percentage of children who had an initial occurrence and/or recurrence of substantiated/indicated child maltreatment within 6, 12, 18 and 24 months after enrolling in the RPG program.	35%					NA
Outcome Impact Description	Reduces the number of incidences of child maltreatment in our community.					
Percentage of children identified as at risk of removal from the home who are able to remain in the custody of a parent or caregiver through case closure.	50%					NA
Outcome Impact Description	Reduces the number of children placed in the foster care system due to parental substance abuse.					
Percentage of parents or caregivers who were able to access timely and appropriate substance abuse treatment as calculated by number of days between program entry and treatment entry (10 days).	80%					NA
Outcome Impact Description	Parents and caregivers with early access to substance dependence treatment are projected to have improved outcomes as it relates to establishing and maintaining sobriety.					
Outcome Impact Description						
Outcome Impact Description						

RPG – Regional Partnership Grant. Designation established by Administration of Children and Families.

PIR – Parenting in Recovery. The name of the Travis County RPG site and the local project name.

PIR is a 5-year demonstration site grant awarded to test the validity of the project design. The project, as a part of the award, has a significant investment in evaluation with a designated evaluator paid through grant dollars. Sanna Thompson, PHD, of the University of Texas is PIR’s evaluator who designed and is now implementing the evaluation of PIR. As part of the evaluation design, a database has been created to store and analyze data. The validity of the design will or will not be established by the use of a comparison control group for whom the project

is also collecting the same data. As part of the grant, no predictions were made regarding specific indicator outcomes. The project design hypothesized that the continuum of services (seamless services) would result in children remaining with their mothers, as opposed to foster care, and the mothers would develop the skills and support required to sustain sobriety. The evaluation is testing this hypothesis.

All percentages provided above, specific to the grant, are to satisfy the grant summary form requirements and are not part of the evaluation. The percentages are based on local trends and cannot be directly linked to the project.

PBO Recommendation:

This grant application will increase the amount of funding available for the FY 12 grant by rolling over unspent grant funds from the FY 11 contract. The funding would be used to finish treatment objectives for FY 11 participants. The department has funding available in its budget for the additional match required for the rollover portion being requested.

If approved by Court and by USHHS, the Court will see the contract amendment in a subsequent grant agenda item.

PBO recommends approval of this grant application.

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

The Parenting in Recovery project provides a flexible, comprehensive continuum of services for families in the child welfare system as a result of methamphetamine or other substance dependence. The primary objective of the Parenting in Recovery project is to keep families together in the community while they receive an individualized set of interventions and supports that promote sustained recovery and independent functioning.

This grant will enhance the services provided by the Office of Children Services within Travis County Health and Human Services and Veterans Service (TCHHSVS). TCHHSVS serves as the lead agency on behalf of a regional partnership that includes Austin Recovery, Foundation Communities, Texas Department of Family and Protective Services (DFPS), Austin Travis County Integral Care (ATCIC), Travis County District Court, and Workforce Solutions. The focus of TCHHSVS – Office of Children Services (OCS) is to promote programs and services that enhance the functioning of children, youth and families. OCS has an established collaborative relationship with the child welfare system and maintains oversight for the SAMSO contract. The grant expands service opportunities to families involved in both the child welfare and substance treatment systems.

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

The FY'12 grant is \$500,000. The carry over amount of \$83,843.15 brings the total grant funds to \$583,843.15. A cash and in-kind match of \$195,030 is required. (See match breakdown below.) FY'12 is the fifth and final year of the grant.

County Cost Share: Travis County is providing \$62,818 in General Fund money for county staff time spent supporting the grant (\$57,818) as well as for services for PIR clients (\$5,000).

County Contribution: Travis County is providing \$80,000 for salary, benefits and other expenses for a full-time Project Director.

In-Kind: Travis County is providing office space with a market value of \$2,036. Austin Recovery is providing \$12,200 worth of volunteer hours provided to support families enrolled in the program. Foundation Communities will contribute \$3,800 by providing rental housing to PIR clients at below market rates. Austin Travis County Integral Care will provide \$34,176 by reducing the administrative fee it charges for coordinating the services provided to PIR clients. The total of these in-kind matches is \$52,212.

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

The grant requires a combination of cash and in-kind matches. TCHHSVS is providing all of the cash match and part of the in-kind match. The grant partners are also providing part of the in-kind match by offering services at a reduced cost and providing volunteer support for project participants.

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

There was not enough money in the grant award to cover program costs as well as allow for an indirect cost allocation. The most current indirect cost rate assigned to TCHHSVS by the consultant Maximus is .5542. The proposal for a \$500,000 grant to provide direct services would not be competitive if \$277,100 of that amount went for indirect costs.

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

No. This program relies heavily on local resources for the project model which will support sustainability after the grant ends. The Project Director position, as currently designed, will end with the grant. This grant has provided the services, supports and collaboration for the Family Drug Treatment Court (FDTC) in Travis County. These two projects PIR and FDTC will be folded into one program, Family Drug Treatment Court, post PIR grant. The collaborative partners with FDTC/PIR have been working on sustainability issues for the last year. A charter has been completed and signed by principle persons and agencies that specifies the continuing commitment to the FDTC and maintaining post PIR grant the serives and supports that were provided under the grant. The charter also outlines the governing and operational committees of the FDTC. A post PIR grant design has been proposed and approved by the advisory committee. All services/supports and the funding sources have been identified and outlined in a document to guide the sustanability efforts. The intent of the partnership regarding sustanability is to look at multiple sources of ongoing funding for the services and supports utilized by the FDTC participants that is currently funded by PIR. This includes federal grants, foundations, State and City/County funds. The advisory group will be focusing on the sustainability plan in year 5 (FY 12) and applying for and identifying revenue streams.

The Project Director will continue to develop agreements with program partners that will be sustained after the grant ends.

Current FDTC/PIR sustainability plan includes the following:

- Regional partnerships that will continue as a collaborative body that informs local practices and allocates resources for this population, per the charter.
- CPS staff, community partners and the participants will continue with the practice of integrated, collaborative case planning
- Extended in-patient treatment for substance abuse. Including women and children's program.
- Flexible funding supports for housing, mental health, employment and parenting
- Access to a housing specialist to support the families moving from treatment housing to community

Partners will identify the funding for treatment and flexible services potentially through increased City/County funding to the existing ATCIC SAMSO contract to serve this population. CPS will enter into contracts with TCHHSVS or Austin Recovery and Foundation Communities to secure needed services for families. Partners will lobby Department of State Health Services to raise the funding rate of treatment beds closer to cost and comparable to City/County contract rates, among other things.

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

NA

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

This program is in line with the services currently offered by the Office of Children Services within TCHHSVS.

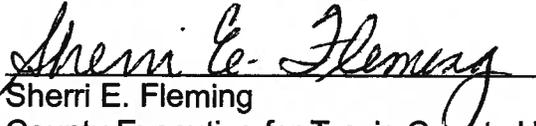


**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
502 E. Highland Mall Blvd.
P. O. Box 1748
Austin, Texas 78767**

**Sherri E. Fleming
County Executive
for TCHHSVS
(512) 854-4100
Fax (512) 279-1608**

DATE: March 5, 2012

TO: Members of the Commissioners Court

FROM: 
Sherri E. Fleming
County Executive for Travis County Health and Human Services
and Veterans Service

SUBJECT: Carry Over Request to the U.S. Department of Health and Human Services for Parenting in Recovery grant

Proposed Motion:

Consider and take appropriate action to approve a Carry Over Request to the U.S Department of Health and Human Services to allow expenditure of FY'11 Parenting in Recovery grant funds in FY'12.

Summary and Staff Recommendations:

Travis County Health and Human Services and Veterans Service (TCHHSVS) serves as the lead agency for a regional partnership (known as the Parenting in Recovery project) that includes Austin Recovery, Foundation Communities, Texas Department of Family and Protective Services, Austin Travis County Integral Care, Travis County Family Drug Treatment Court and Workforce Solutions.

The Parenting in Recovery project provides a flexible, comprehensive continuum of services for families in the child welfare system as a result of methamphetamine or other substance dependence. The primary objective of the project is to keep families

together while the parents receive an individualized set of interventions and supports that promote sustained recovery and independent functioning.

The Parenting in Recovery project enrolled 23 families in FY'11. TCHHSVS is requesting to use \$83,843.15 in unspent FY'11 grant funds to complete treatment for 19 of these families.

TCHHSVS staff recommends approving this request.

Budgetary and Fiscal Impact:

There is \$83,843.15 left of the \$500,000 in FY'11 grant funds. Grant rules allow grantees to request a carry-over of these funds to complete treatment for clients enrolled in FY'11. This request will not increase the grant match requirements.

Issues and Opportunities:

Children are put at risk when one or both parents have a substance dependence problem. The cost of maintaining an addiction diverts a family's financial resources from providing basic needs such as food, clothing, and housing. Parental substance dependence is a key factor underlying the abuse or neglect experienced by many of the children entering foster care. The Parenting in Recovery project is designed to keep families together by providing treatment and support services.

Background:

The Administration for Children and Families within the U.S. Department of Health and Human Services provides grants for regional partnerships designed to enhance the safety of children who are in an out-of-home placement or are at risk of being put in an out-of-home placement due to a parent's or caretaker's methamphetamine or other substance dependence.

Cc: Andrea Colunga, Director, Office of Children's Services, TCHHSVS
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Janice Cohoon, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney
Leroy Nellis, Acting County Executive, Planning and Budget Office
Diana Ramirez, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
502 E. Highland Mall Blvd.
P. O. Box 1748
Austin, Texas 78767**

Bernard Morgan
Grants Management Specialist
Jean F. Nussbaum
Federal Project Officer
Administration for Children and
Families
Office of Grants Management
370 L'Enfant Promenade, S.W.
6th Floor
Washington, D.C. 20447

Re: Carry Over Request for Grant Award Number 90CU0039/05

Dear Mr. Morgan and Ms. Nussbaum:

Travis County Health and Human Services is requesting to carry over \$83,843.15 in funds in order to complete substance abuse treatment and wraparound services for clients enrolled during year four of the grant. These funds will be used to complete activities which were approved but not completed by midnight on 9/29/11. This money will be used in the Contractual line item of the budget. Travis County has met the grant match of \$141,223 for year four.

SF424 and 424A as well as the spreadsheet included with this letter provide details regarding this request. Thank you.

Samuel T. Biscoe
Travis County Judge

Date _____

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		* 2. Type of Application: <input type="checkbox"/> New <input type="checkbox"/> Continuation <input checked="" type="checkbox"/> Revision
		* If Revision, select appropriate letter(s): <input type="text" value="E: Other (specify)"/> * Other (Specify): <input type="text" value="Carry Over Request"/>
* 3. Date Received: <input type="text" value="05/18/2011"/>		4. Applicant Identifier: <input type="text"/>
5a. Federal Entity Identifier: <input type="text"/>		5b. Federal Award Identifier: <input type="text" value="90CU0039/05"/>
State Use Only:		
6. Date Received by State: <input type="text"/>		7. State Application Identifier: <input type="text"/>
8. APPLICANT INFORMATION:		
* a. Legal Name: <input type="text" value="Travis County"/>		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="1-746000192-A5"/>		* c. Organizational DUNS: <input type="text" value="0309088420000"/>
d. Address:		
* Street1:	<input type="text" value="100 N. IH 35"/>	
* Street2:	<input type="text"/>	
* City:	<input type="text" value="Austin"/>	
* County/Parish:	<input type="text"/>	
* State:	<input type="text" value="TX: Texas"/>	
* Province:	<input type="text"/>	
* Country:	<input type="text" value="USA: UNITED STATES"/>	
* Zip / Postal Code:	<input type="text" value="78701-4138"/>	
e. Organizational Unit:		
Department Name: <input type="text" value="HHSVS"/>		Division Name: <input type="text" value="Office of Children's Services"/>
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix:	<input type="text" value="Ms."/>	* First Name: <input type="text" value="Laura"/>
Middle Name:	<input type="text"/>	
* Last Name:	<input type="text" value="Peveto"/>	
Suffix:	<input type="text"/>	
Title:	<input type="text" value="Prevention and Intervention Manager"/>	
Organizational Affiliation: <input type="text" value="HHSVS"/>		
* Telephone Number:	<input type="text" value="512-854-7874"/>	Fax Number: <input type="text" value="512-854-5879"/>
* Email:	<input type="text" value="Laura.Peveto@co.travis.tx.us"/>	

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*** Other (specify):**

*** 10. Name of Federal Agency:**

Administration for Children and Families

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

*** 12. Funding Opportunity Number:**

HHS-2011-ACF-CONT-ACYF-CB-CU

*** Title:**

Continuation of Existing Project for Targeted Grants to Increase the Well-Being of, and to Improve the Permanency Outcomes for, Children Affected by Methamphetamine or Other Substance Abuse

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Substance dependent parents receiving child welfare will receive comprehensive residential treatment, discharge planning and recovery case management

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant	TX025
b. Program/Project	TX021
Attach an additional list of Program/Project Congressional Districts if needed.	
<input type="text"/> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>	
17. Proposed Project:	
* a. Start Date:	09/30/2011
* b. End Date:	09/29/2012
18. Estimated Funding (\$):	
* a. Federal	83,843.15
* b. Applicant	144,854.00
* c. State	0.00
* d. Local	50,176.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	278,873.15
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on <input type="text"/> .	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.	
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", provide explanation and attach	
<input type="text"/> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)	
<input checked="" type="checkbox"/> ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix:	Mr.
* First Name:	Samuel
Middle Name:	T.
* Last Name:	Biscoe
Suffix:	
* Title:	Travis County Judge
* Telephone Number:	512-854-9555
Fax Number:	512-854-9535
* Email:	Sam.Biscoe@co.travis.tx.us
* Signature of Authorized Representative:	<input type="text"/>
* Date Signed:	<input type="text"/>

BUDGET INFORMATION - Non-Construction Programs

OMB Approval No. 4040-0006

Expiration Date 07/30/2010

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Targeted Grants to Increase the Well-Being of, and to Improve the Permanency Outcomes for Children Affected by Meth.	93.087	\$ []	\$ []	\$ 583,843.15	\$ 195,030.00	\$ 778,873.15
2. []	[]	[]	[]	[]	[]	[]
3. []	[]	[]	[]	[]	[]	[]
4. []	[]	[]	[]	[]	[]	[]
5. Totals		\$ []	\$ []	\$ 583,843.15	\$ 195,030.00	\$ 778,873.15

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SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	Targeted Grants to Increase the Well-Being of, and to Improve the Permanency Outcomes for Children Affected by Meth.				
a. Personnel	\$ 0.00	\$	\$	\$ 137,818.00	\$ 137,818.00
b. Fringe Benefits	0.00				
c. Travel	0.00				
d. Equipment	0.00				
e. Supplies	0.00				
f. Contractual			83,843.15		83,843.15
g. Construction					
h. Other				57,212.00	57,212.00
i. Total Direct Charges (sum of 6a-6h)	0.00		83,843.15	195,030.00	\$ 278,873.15
j. Indirect Charges					\$
k. TOTALS (sum of 6i and 6j)	\$ 0.00	\$	\$ 83,843.15	\$ 195,030.00	\$ 278,873.15
7. Program Income	\$	\$	\$	\$	\$

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Standard Form 424A (Rev. 7- 97)
Prescribed by OMB (Circular A -102) Page 1A

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Recipient Organization: Travis County Health and Human Services
 Project: Parenting in Recovery
 Grant Award#: 90CU0039/04

**BUDGET NARRATIVE CORRESPONDING TO
 SF424A - Section B - Carry Over Request**

CARRY OVER JUSTIFICATION: The project design of Parenting in Recovery is to (1) provide cross-training of key partners including child welfare and substance abuse counselors, **(2) expedite access to extended stays in residential substance abuse treatment**, (3) coordinate a collaborative team for developing treatment and discharge planning, **(4) provide residential substance abuse treatment for mothers and child(ren)**, **(5) provide assistance in developing stable housing**, (6) employment/educational training, (7) child care assistance, and **(8) develop wraparound supports and services to families upon discharge from treatment**. Outcomes of this project will be a parent's sustained recovery, allowing them to safely parent their child(ren) without the continued intervention of child welfare. Child(ren) will improve their safety, permanency, and well-being. The balance of Year Four funds will be utilized to facilitate the achievement of goals 2 and 4. The project enrolled three women and their children in Year Four who were unable to complete their substance abuse treatment in Year Four due to their enrollment date. (The project enrolled these women and their children near the end of Year Four. These clients will complete their treatment in Year Five.)

Budget Categories	Balance	Carry Over Request	Approved Unmet Objectives from Year Four of Grant
Personnel	\$0.00	\$0.00	
Fringe Benefits	\$0.00	\$0.00	
Travel	\$773.00	\$0.00	
Equipment	\$0.00	\$0.00	
Supplies	\$0.00	\$0.00	
Contractual	\$82,122.79	\$83,843.15	Expedite access to extended stays in residential substance abuse treatment and provide residential substance abuse treatment for mothers and child(ren). To assist with stable housing and wraparound supports.
Construction	\$0.00	\$0.00	
Other	\$947.36	\$0.00	
Total	\$83,843.15	\$83,843.15	

Substance Abuse Treatment; Housing Costs; and Wraparound Supports: Carry Over dollars will be expended on the 19 of the 23 participants enrolled in year four to facilitate the completion of their allocated substance abuse treatment and wraparound supports per the grant design. As well as funding for housing costs and wraparound supports. The total amount of carry over dollars to be utilized is **\$83,843.15**. The grant funding will be expended by various housing providers, mental health services, wraparound supports and community entities via the MSO contract with Austin Travis County Integral Care known locally as SOC Contract.

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#	Participant ID #	Enrollment Date	Time Remaining in 12 month Service Period	Time Remaining in total enrollment period (14 months)	Multiplier	Substance Abuse TX Costs	% of Wraparound Costs allocated to Carry-Over Request	Total Amount of both SA and Wraparound Costs	Remaining allocation for Wraparound Costs @ end of Yr 4	
1	32039049	10/28/2010	29 days (1 month)	3	1/3 = .33	Services Completed	\$2,192.52	\$2,192.52	\$6,644.00	
2	37889600	11/17/2010	49 days (2 months)	4	2/4 = .5	Services Completed	\$839.50	\$839.50	\$1,679.00	
3	38501582	1/5/2011	4 months	6	4/6 = .67	Services Completed	\$965.47	\$965.47	\$1,441.00	
4	38480224	1/10/2011	4 months	6	4/6 = .67	Services Completed	\$3,051.18	\$3,051.18	\$4,554.00	
5	38559694	1/21/2011	4 months	6	4/6 = .67	Services Completed	\$3,039.12	\$3,039.12	\$4,536.00	
6	38591260	2/7/2011	5 months	7	5/7 = .71	Services Completed	\$2,633.39	\$2,633.39	\$3,709.00	
7	38606978	2/12/2011	5 months	7	5/7 = .71	Services Completed	\$1,414.32	\$1,414.32	\$1,992.00	
8	38355956	3/18/2011	6 months	8	6/8 = .75	Services Completed	\$4,478.25	\$4,478.25	\$5,971.00	
9	38718765	4/12/2011	7 months	9	7/9 = .78	Services Completed	\$3,056.82	\$3,056.82	\$3,919.00	
10	38996007	4/12/2011	7 months	9	7/9 = .78	Services Completed	\$2,918.76	\$2,918.76	\$3,742.00	
11	38904835	4/13/2011	7 months	9	7/9 = .78	Services Completed	\$5,506.02	\$5,506.02	\$7,059.00	
12	38505060	4/21/2011	7 months	9	7/9 = .78	Services Completed	\$2,463.24	\$2,463.24	\$3,158.00	
13	39338867	5/12/2011	8 months	10	8/10 = .8	Services Completed	\$5,288.80	\$5,288.80	\$6,611.00	
14	39418627	5/18/2011	8 months	10	8/10 = .8	Services Completed	\$5,801.60	\$5,801.60	\$7,252.00	
15	39407151	5/27/2011	8 months	10	8/10 = .8	Services Completed	\$5,314.40	\$5,314.40	\$6,643.00	
16	39396048	6/14/2011	9 months	11	9/11 = .82	Services Completed	\$5,724.42	\$5,724.42	\$6,981.00	
17	39807827	7/11/2011	10 months	12	10/12 = .83	Res Services ² : 9 x \$178 = \$1,602	\$6,508.86	\$8,110.86	\$7,842.00	
18	39878247	8/9/2011	11 months	13	11/13 = .85	Res Services: 41 x \$178 = \$7,298	\$6,779.60	\$14,077.60	\$7,976.00	
19	40254612	8/30/2011	11 months	13	11/13 = .85	Res Services: 81 x \$178 = \$14,418	\$6,732.00	\$21,150.00	\$7,920.00	
								Total Cost	\$98,026.27	
								Available Year 4 Carry Over Funding	-\$83,843.15	
								Balance Funded by Year 5 Funding	\$14,183.12	

Time Remaining in Service Period = Participants' service costs extend for a minimum of 1 year and on average for 14 months. This time period reflects the amount left out of 12 months.

Res Services = Residential Substance Abuse Treatment

Wraparound Costs = Refers to the allocation per participant for services such as: rent, utilities, education, document purchase, child care medical and dental care, mental health services, parent coaching, and recovery coaching. Each participant is allocated \$8,200 and the expenditure plan is individualized to the needs of the participants.

Calculation Process for Wraparound Costs = The average service period for program participants is 14 months. To allocate a percentage of costs for Wraparound this formula was used: a) the number of service months left to a participant in the year divided by the total number of service months left in the enrollment period to establish a percentage. Example: 1 month left in the service year and 3 months left in an enrollment period 1/3 = .33 b) This percentage is then multiplied by each participants remaining (at the end of grant year 4) allocation of their wraparound funds (\$8200). Example: Participant 32039049 remaining allocation is \$6644; .33 X \$6644 = \$2192.52.

GRANT SUMMARY SHEET

Check One:	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	Juvenile Probation	
Contact Person/Title:	Traci Mondragon, Grant Coordinator	
Phone Number:	854-7046	

Grant Title:	Residential Substance Abuse Treatment (RSAT) Program				
Grant Period:	From:	10/1/2012	To:	9/30/2013	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>		
Grantor:	Office of the Governor, Criminal Justice Division				
Will County provide grants funds to a subrecipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>			
Are the grant funds pass-through another agency? If yes list originating agency below	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>			
Originating Grantor:	U.S. Department of Justice				

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	\$58,376	\$47,914	0	0	\$106,290
Operating:	\$85,367	0	0	0	\$85,367
Capital Equipment:	0	0	0	0	\$0
Indirect Costs:	0	0	0	0	\$0
Total:	\$143,743	\$47,914	0	\$0	\$191,657
FTEs:	1.00	0.75	0	0.00	1.75

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

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	JC	
County Attorney	<input checked="" type="checkbox"/>	RP	

Performance Measures Applicable Depart. Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
		12/31/11	3/31/12	6/30/12	9/30/12	
Total number of juveniles served in RSAT Program	103	38				102
Total number of juveniles discharged	79	15				76
Percentage of juveniles successfully completing the program	80%	80%				80%
Measures For Grant						
Number successful in completing program and pass their drug tests	63	12				61
Outcome Impact Description	Determined by the number of participants entering the RSAT program and the number of offenders who have completed the program and remained drug free throughout the duration of program					
Total number of treatment beds supported by non-grant funds, but enhanced with grant funded services.	74	74				74
Outcome Impact Description	The number of beds we have to service youth with mental health or substance abuse treatment who will be provided contractual treatment services paid by the grant. This will also include expanded services for cognitive behavior therapy training, vocational training, etc.					
Number of residential treatment days for offenders	11,898	2,149				11,660
Outcome Impact Description	Treatment is available for youth in the ISC Programs on a daily basis. In addition to daily Cognitive Behavior Therapy, students receive 30 hours a week of CD Treatment facilitated by Qualified Credentialed Counselors.					
Number of Offenders Entering an Aftercare Program	63	12				61
Outcome Impact Description	Treatment is available for youth in the Leadership academy on a daily basis. Upon completion of the RSAT programming, residents "step down" into a Day Enrichment and/or Drug Court Program for the next level of treatment. All students enter into Aftercare Programming with some level of supervision provided.					
Total number of treatment beds supported by grant funds and continue receiving grant support	74	74				74

Outcome Impact Description	The number of beds we have to service youth with mental health or substance abuse treatment who will be provided contractual treatment services paid by the grant. This will also include expanded services for cognitive behavior therapy training, vocational training, etc.
----------------------------	--

PBO Recommendation:

Juvenile Probation is requesting Commissioners Court approval to submit the annual application for the Residential Substance Abuse Treatment Grant to the Office of the Governor, Criminal Justice Division. This grant provides \$143,743 in funding for a one-full time counselor and substance abuse and/or mental health contracted services for juveniles receiving treatment at the department’s residential facility. This is the continuation of an existing grant program.

The grant match is funded through by using a portion of the salary of one Counselor position funded by the General Fund. No additional General Fund resources are required and the grant does not require any long term commitment.

PBO recommends approval of this request.

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

Travis County Juvenile Probation Department is requesting approval of the continuing grant application for the OOG Criminal Justice-Residential Substance Abuse Treatment Fund in the amount of \$143,743 to continue services provided to juveniles determined to have co-occurring mental health and substance abuse issues. The match of \$47,914 is internally funded through a portion of one counselor positions.

The goal of the Residential Substance Abuse Treatment program is to provide safe, secure, effective, individualized treatment for dually-diagnosed (co-occurring) juveniles in our residential facility. Financial resources secured will support the cost of vocational/educational curriculum and supplies, 1 full-time Counselor, and contractual substance abuse provider and/or mental health services.

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

N/A. There are no long term County commitments.

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

A 25 percent match (\$47,914) has been calculated. The positions indicated by the match will work directly with the Substance Abuse Units and/or provide Drug/Alcohol Education Groups; the .75 represents a portion of salaries for one chemical dependency counselor.

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

There is no provision in this grant for indirect costs.

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

The program will not discontinue upon discontinuation of the grant. The Department intends to request subsequent year continuation funding through proposals submitted to the Federal and State government, as well as private foundations. Only after all other resources are exhausted will the County be given the opportunity to consider investment in the proposed program as well as other areas of the Residential Division of the Juvenile Probation Department.

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

N/A. This is not a new program.

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

It has been determined that several significant barriers interfere with successful re-integration into the community. These barriers include but are not limited to educational deficiencies, substance abuse problems compounded with mental health concerns, and/or lack of social/life skills. The ability to demonstrate success with this population is contingent upon the services, treatment, and activities available to these youth.

The Travis County FY 2012 Community Plan for the Coordination of Criminal Justice and Related Activities, section on Juvenile Justice, Priority C states that Travis County is in need of services and programming for youth with mental health/co-occurring disorders and substance abuse problems. Substantive resources are required to counter the predictability of juvenile and young adult offenders becoming further entrenched in the criminal justice system.

Successful re-entry into our community is in alignment with TCJPD's mission of public safety, while effectively addressing the needs of juveniles, families, and victims of crime. We intend to reach youth at risk of remaining chemically dependent and who may have co-occurring disorders. Providing residential substance abuse services and other ancillary services will empower these youth to begin a new life as law-abiding, productive citizens.



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

ADMINISTRATIVE SERVICES
COURT SERVICES
DETENTION SERVICES
PROBATION SERVICES
RESIDENTIAL SERVICES
SUBSTANCE ABUSE SERVICES
DOMESTIC RELATIONS OFFICE
JUVENILE JUSTICE
ALTERNATIVE EDUCATION PROGRAM

TO: Aerin Toussaint, PBO
Budget Analyst

FROM: 
Estela P. Medina
Chief Juvenile Probation Officer

THROUGH: 
Traci Mondragon
Grant Coordinator

SUBJECT: Residential Substance Abuse Treatment (RSAT) Program

DATE: March 12, 2012

Juvenile Probation Residential Services Division is requesting approval to submit a continuation application for funding as a federal pass through from the Criminal Justice Division-Residential Substance Abuse Treatment Fund. Residential Services is seeking funding in the amount of \$143,743 to continue services provided to juveniles determined to have co-occurring mental health and substance abuse issues. The match of \$47,914 is internally funded through a portion of one counselor position.

The goal of the program is to provide safe, secure, effective, individualized treatment for dually-diagnosed (co-occurring) juveniles in our residential facility. Financial resources secured will support the cost of vocational/educational curriculum and supplies, 1 full-time Counselor, and contractual substance abuse provider and/or mental health services.

Please review this item and place it on the **March 20, 2012** Commissioner's Court agenda for their consideration and signature. Please contact Traci Mondragon at 4-7046 for further information.

Thank you in advance for your attention to this request.

CC: Jim Connolly, Assistant County Attorney
Matt Naper, Financial Analyst, County Auditor
Darryl Beatty, Deputy Chief
Cory Burgess, Division Director
Ena Brent, Project Coordinator
Sylvia Mendoza, Financial Manager, Financial Service
Michael Williams, Financial Analyst
Lisa Eichelberger, Business Analyst III
Grant File

RESOLUTION

WHEREAS, the Commissioners of Travis County find it in the best interest of the citizens of Travis County that the Leadership Academy (Dual Diagnosis Unit) be operated; and

WHEREAS, the Commissioners of Travis County have agreed to provide the minimum matching percentage for said project as required by the Office of the Governor, Criminal Justice Division, grant application; and

WHEREAS, the Commissioners of Travis County have agreed that in the event of loss or misuse of the Criminal Justice Division funds, all funds will be returned to the Criminal Justice Division in full.

WHEREAS, County Commissioners of Travis County designates the County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Commissioners of Travis County approve the submission of the grant application for the Leadership Academy (Dual Diagnosis Unit) to the Office of the Governor, Criminal Justice Division.

Signed by: _____
SAMUEL T. BISCOE, County Judge

Passed and Approved this 20th day of March, 2012

Grant Application Number: **1812208**

Agency Name: Travis County
Grant/App: 1812208 **Start Date:** 10/1/2012 **End Date:** 9/30/2013
Project Title: Leadership Academy (Dual Diagnosis Unit)
Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460001922000

Application Eligibility Certify:

Created on:2/6/2012 9:04:45 AM By:Traci Mondragon

Profile Information

Applicant Agency Name: Travis County
Project Title: Leadership Academy (Dual Diagnosis Unit)
Division or Unit to Administer the Project: Juvenile Probation Department/ Residential Services Division
Address Line 1: 2515 South Congress Avenue
Address Line 2:
City/State/Zip: Austin Texas 78704-5513
Start Date: 10/1/2012
End Date: 9/30/2013

Regional Council of Governments(COG) within the Project's Impact Area: Capital Area Council of Governments
Headquarter County: Travis
Counties within Project's Impact Area: Travis

Grant Officials:

Authorized Official

User Name: Samuel Biscoe
Email: sam.biscoe@co.travis.tx.us
Address 1: Post Office Box 1748
Address 1:
City: Austin, Texas 78767
Phone: 512-854-9555 Other Phone:
Fax: 512-854-9535
Title: The Honorable
Salutation: Judge

Project Director

User Name: Estela Medina
Email: estela.medina@co.travis.tx.us
Address 1: 2515 South Congress Avenue
Address 1:
City: Austin, Texas 78704
Phone: 512-854-7069 Other Phone:
Fax: 512-854-7097
Title: Ms.
Salutation: Chief

Financial Official

User Name: Susan Spataro
Email: susan.spataro@co.travis.tx.us
Address 1: P.O. Box 1748
Address 1:
City: Austin, Texas 78767
Phone: 512-854-9125 Other Phone:
Fax: 512-854-6640
Title: Ms.
Salutation: Ms.

Grant Writer

User Name: Traci Mondragon
Email: Traci.Mondragon@co.travis.tx.us
Address 1: 2515 S. Congress Ave.
Address 1:
City: Austin, Texas 78704
Phone: 512-854-7046 Other Phone:
Fax:
Title: Ms.
Salutation: Ms.

Grant Vendor Information

Organization Type: County

Organization Option: applying to operate a secure correctional facility

Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460001922000

Data Universal Numbering System (DUNS): 030908842

Narrative Information

Primary Mission and Purpose

The purpose of the Residential Substance Abuse Treatment (RSAT) Program for State Prisoners is to develop and implement substance abuse treatment projects within state and local correctional facilities, including jails.

Funding Levels

The anticipated funding levels for the RSAT program are as follows:

- Minimum Award - None
- Maximum Award - None
- Matching Funds - Grantees must provide matching funds of at least twenty-five percent (25%) of the total project expenditures. This requirement must be met through cash contributions.

For more information regarding grantee match, please click on the **Budget** tab, and then click on the **Source of Match** tab in eGrants.

Note: *If you voluntarily include matching funds that exceed the minimum match requirement, you will be held to that amount throughout the grant period.*

Program Requirements

Preferences – Preference will be given to applicants who demonstrate cost effective programs focused on a comprehensive and effective approach to services.

Aftercare - Applicants are required to provide aftercare services. Aftercare programs coordinate service provisions between the correctional treatment program and other human service and rehabilitation programs such as education and job training, parole supervision, halfway houses, and self-help or peer group projects that may aid in rehabilitation.

Note: *Although aftercare is required to receive funding, aftercare services are not reimbursable with RSAT grant funds.*

Briefly describe the aftercare program, including the length of time services will be provided.

In response to an increase in the number of juveniles presenting with co-occurring disorders, Residential Services implemented a program which provides substance abuse treatment and mental health therapy. Pre-release and aftercare plans are developed by Travis County Juvenile Probation Department (TCJPD) staff; wraparound services are provided through several community partners under supervision of TCJPD staff. Juveniles are linked to and monitored by Juvenile Probation Officers who are specifically assigned supervision of juveniles reentering the community from ISC Programs.

Priority Participants – Priority should be given to offenders who have six to twelve months remaining in their term of confinement so that they may be released from jail or prison instead of returning to the general jail or prison population after completing the treatment program.

Funding Use – RSAT funds may be used for treatment services only.

Room and Board – Applicants are required to provide housing, meals, snacks, clothing, transportation, dental care, and routine medical treatment for offenders in the program. *Though required, these services are not reimbursable with RSAT grant funds.*

Treatment of Parolees – If serving parolees, no more than ten percent of the award amount can be expended for treatment of parolees. Services to parolees are limited to a time period not to exceed more than one year after release from a state correctional facility.

Research – Projects must deliver services using modalities that are science-based and proven effective.

Focus – Projects must focus on the substance abuse problems of the inmate using cognitive, behavioral, social, vocational, and other skills to resolve the substance abuse and related problems.

Treatment Plan – Projects must develop an individualized treatment plan for each offender when the offender enters the residential treatment program. Corrections treatment projects and state or local substance abuse treatment projects must work together to place participants in appropriate aftercare programs when the individuals complete the residential phase of the program.

Drug Testing – Projects must perform urinalysis or conduct other proven reliable method of drug and alcohol testing for program participants and former participants while they remain in the custody of the state or local government.

Describe the **drug testing policy for offenders** in your facility, including the method used for testing and the frequency of testing for participants.

Enter the drug testing policy for offenders:

Program participants who step down to Day Treatment, Intensive Outpatient, or Drug Court are drug tested at least once a week. Juveniles who are released into the community must submit to drug testing when they return to participate in regularly scheduled activities. If the urinalysis comes back positive, the juvenile is held accountable and appropriate sanctions are imposed by the courts.

Are employees subject to drug testing?

Select the appropriate response:

Yes

No

If you selected **Yes** above, briefly describe the policies related to the testing of employees.

Enter the employee testing policy:

TCJPD conducts employee drug testing in accordance with the U.S. Department of Transportation requirements. An employee may be asked to submit a urine, blood, or breath analysis when probable cause exists to believe that an employee who is on duty is under the influence of an illegal substance or alcohol or shows impaired job performance by use of illegal substances and/or alcohol.

Juvenile Projects – All juvenile projects are required to comply with the Juvenile Justice and Delinquency Prevention Act of 2002 (*Public Law 107-273, 42 U.S.C. 5601 et seq., as amended*). Applicants that operate secure juvenile detention or correctional facilities that are not in compliance are **not eligible** for funding unless they have submitted an acceptable plan and timetable for eliminating the non-compliance to CJD.

If the project is operated in State or Local Secure Correctional and Detention facilities the following requirements apply:

Treatment Period – Not less than six months or more than 12 months.

Separation – Provide treatment in residential facilities that are set apart from the general correctional population in a completely separate facility or a dedicated housing unit within a facility for the exclusive use by project participants.

If the project is operated in Local Jail facilities the following requirements apply:

Treatment Period – Not less than three months.

Separation – Make every effort to separate the treatment population from the general correctional population.

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Dana Hess, Employment Specialist

Enter the Address for the Civil Rights Liaison:

Travis County Human Resources, 700 Lavaca Street, Suite 420, Austin, TX 78701

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999]:

5128549165

Certification

Each applicant agency will certify to the specific criteria detailed above under **Program Requirements** to be eligible for funding under the Residential Substance Abuse Treatment Program Solicitation.

I certify to all of the above eligibility requirements.

Problem Statement:

Please provide a detailed account in the Problem Statement section of the existing issues your project will target.

Enter your problem statement:

Youth in the juvenile justice system who are assessed as needing residential substance abuse treatment services are at risk of running away from unsecured community-based facilities, resulting in unauthorized departures, additional violations, and possible referral to the Texas Youth Commission. TCJPD, the only secured residential substance abuse treatment facility in Travis County, needs adequate resources to respond to the large number of youth being referred to the Department's secured residential substance abuse treatment facility. Further, youth referred to the Department are presenting an increased need for comprehensive substance abuse treatment services that promote successful re-integration into the community. These youth are at risk for remaining in the juvenile justice system and graduating into the adult criminal justice system as they lack skills needed to promote crime-free productive lifestyles. It has been determined that several significant barriers interfere with successful re-integration into the community. These barriers include but are not limited to substance abuse problems compounded with mental health concerns, educational deficiencies, and/or lack of social/life skills. The ability to demonstrate success with this population is contingent upon the services, treatment, and, activities available to these youth.

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Supporting Data:

Provide as much supporting data, to include baseline statistics and the sources of your data, which are pertinent to where the grant project is located and/or targeted. Do not use statewide data for a local problem or national data for a statewide problem.

Enter your supporting data:

There is limited access to adequate substance abuse treatment in a secure residential setting. Currently in Travis County, the Juvenile Probation Department is the only secured residential substance abuse placement facility in the County and lacks resources needed to respond to the large number of youth presenting with substance abuse concerns. Travis County Juvenile Probation Department's (TCJPD) statistics indicate that 4,953 of the 5,789 juveniles referred to TCJPD in FY 2008 were screened for substance abuse issues. Lack of resources currently limits TCJPD's capacity to provide secure residential substance abuse treatment placement to only 34 juveniles at any given time. Out of youth referred to the department's secured residential facility, over 50% served were determined to have coexisting substance abuse and mental health concerns, presenting the need for services that address co-occurring issues. Further, youth placed in the Department's secured residential substance abuse treatment facility are faced with several barriers that prohibit successful re-integration into their community. Research states that youth who have late, fewer, or inadequate educational opportunities are at greater risk for behaviors that can result in unsuccessful re-entry into the community. Department data reveals that over 80% of the youth referred to the department's secured residential facility are presenting with educational deficiencies and have reading levels well below that of their grade level. In addition to being faced with educational deficiencies, 100% of the youth referred to the department's secured residential facility have been assessed as being in need of services to assist them in coping with emotional, social, and behavioral problems.

Community Plan:

For projects that have a local or regional impact target area, provide information regarding the community plan need(s) that your project will address.

Enter your community planning needs:

The Travis County FY 2012 Community Plan for the Coordination of Criminal Justice and Related Activities, section on Juvenile Justice, Priority C states that Travis County is in need of services and programming for youth with mental health/co-occurring disorders and substance abuse problems.

Goal Statement:

Provide a brief description of the overall goals and objectives for this project.

Enter a description for the overall goals and objectives:

The goal of the program is to provide safe, secure, effective, and individualized substance abuse treatment, while equipping juveniles with skills needed to promote successful re-integration into the community.

Cooperative Working Agreement (CWA):

When a grantee intends to carry out a grant project through cooperating or participating with one or more outside organizations, the grantee must obtain authorized approval signatures on the cooperative working agreement (CWA) from each participating organization. Grantees must maintain on file a signed copy of all cooperative working agreements, and they must submit to CJD a list of each participating organization and a description of the purpose of each **CWA**. Cooperative working agreements do not involve an exchange of funds.

For this project, provide the name of the participating organization(s) and a brief description of the purpose(s) for the **CWA(s)**. You should only provide information here that this project's successful operation is contingent on for the named service or participation from the outside organization.

Note: A **Sample CWA** is available [here](#) for your convenience.

Enter your cooperating working agreement(s):

N/A

Continuation Projects:

For continuation projects only, if your current or previous year's project is NOT on schedule in accomplishing the stated objectives, briefly describe the major obstacles preventing your organization from successfully reaching the project objectives as stated within your previous grant application. (Data may be calculated on a pro-rated basis depending on how long the current or previous year's project has been operating.)

Enter your current grant's progress:

N/A. The project is on schedule in accomplishing the stated objectives.

Project Summary:

Briefly summarize the entire application, including the project's problem statement, supporting data, goal, target group, activities, and objectives. Be sure that the summary is easy to understand by a person not familiar with your project and that you are confident and comfortable with the information if it were to be released under a public information request.

Enter your summary statement for this project:

Travis County Juvenile Probation Department, the only secured residential substance abuse treatment facility in Travis County, needs adequate resources to respond to the large number of youth being referred to the Department's secured residential substance abuse treatment facility. Further, youth being referred to the Department are in need of comprehensive substance abuse treatment services that promote successful re-integration into the community. Travis County Juvenile Probation Department's (TCJPD) statistics indicate that 4,953 of the 5,789 juveniles referred to TCJPD in FY 2008 were screened for substance abuse issues. Lack of resources currently limits TCJPD's capacity to provide secure residential substance abuse treatment placement to only 34 juveniles at any given time. Out of youth referred to the department's secured residential facility, over 50% served were determined to have coexisting substance abuse and mental health concerns, presenting the need for services that address co-occurring issues. Further, youth

placed in the Department's secured residential substance abuse treatment facility are being faced with several barriers that prohibit successful re-integration into their community. Research states that youth who have late, fewer, or inadequate educational opportunities are at greater risk for behaviors that can result in unsuccessful re-entry into the community. Department data reveals that over 80% of the youth referred to the department's secured residential facility are presenting with educational deficiencies and have reading levels well below that of their grade level. In addition to being faced with educational deficiencies, 100% of the youth referred to the department's secured residential facility have been assessed as being in need of services to assist them in coping with emotional, social, and behavioral problems. The goal of the proposed program is to provide safe, secure, effective, and individualized substance abuse treatment, while equipping juveniles with skills needed to promote successful re-integration into the community. Program activities will target adjudicated youth of Travis County, ages 13 through 17, assessed as needing residential substance abuse treatment. The program will offer access to a full continuum of treatment services, ensuring sufficient treatment intensity to achieve treatment plan goals. When appropriate, the program will blend together substance abuse treatment activities with mental health services for youth and their families. Intensity and content of treatment shall be appropriate to the client's substance abuse and/or mental health needs. The program will provide individual case management, group counseling, integrated mental health, psycho educational and substance abuse treatment services, psychiatric services, and psychopharmacological treatment as needed. Treatment services will include peer support groups to include relapse prevention planning, practicing awareness of symptoms and triggers, compliance with and acceptance of prescribed medications and treatment plans, socialization skills, and taking personal responsibility for one's own behavior and recovery. Because lack of educational options and limited skills and education are common barriers to successful reentry, the program is designed with a detailed program component that addresses educational and vocational skills of program participants. Specifically, the program allows participant access to computers installed with educational/vocational development software. This promotes hands-on interactive learning and vocational and educational skill development. From the moment that a juvenile enters the program, all services, activities, and treatments will be focused on one thing: successful re-entry back into the community.

Project Activities Information

Residential Information

In the spaces provided below enter the required information about the treatment facility and program.

List the **licenses** held by your facility:

TCJPD is licensed through DHHS and is required to have a residential out-patient substance abuse treatment license.

Enter the total number of **treatment beds in the facility**:

108

Enter the number of **treatment beds used for RSAT participants**:

34

Enter the number of **offenders on waiting lists** for the facility's RSAT program:

0

Enter the average **length of time an offender is on the waiting list** for the facility's RSAT program:

0

Describe **how participants are set apart** from the general correctional population:

Program participants are housed separately from the general population.

Describe the **assessment tools and criteria for determining eligibility** in the program:

The Substance Use Survey-Instrument for Adolescents (SUS-IA), a 67-item screening instrument, is used to identify potential substance abuse. Youth believed to have substance abuse problems are further assessed using the Comprehensive Addiction Severity Index for Adolescents (CASI-A). The CASI-A is a specific tool used to evaluate drug/alcohol use and psychosocial impairment severity.

Enter the **duration** of the residential treatment program:

6-12 months

Describe the **treatment modalities** used:

This program is multi modal, which includes cognitive behavioral therapy (CBT), social skills training, group counseling, and pharmacological services. Some youth may need psychotropic medication in order to address co-occurring disorders.

Describe how the project develops the participants **cognitive, behavioral, social, vocational and other skills** to resolve the substance abuse and related problems:

This program will blend co-occurring therapeutic treatments, pro-social skills development, individual/group counseling, intensive family therapy, and cognitive behavioral therapy. School is provided on-site; vocational education and workforce issues are addressed.

Describe how the project determines the **cost of treatment** per offender, per day:

Operating costs plus personnel costs divided by 365 (number of days in year). This number is then divided by the number of youth served.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Substance Abuse	100.00	Participants will be involved full-time in therapeutic activities. A weekly schedule will include participation in academics provided by teachers from the Austin Independent School District and substance abuse treatment that focuses on problems facing substance abusing juvenile offenders. The program is designed around a regimen conducted in a therapeutic community setting that promotes cognitive restructuring while addressing behavioral, social, educational/vocational, substance abuse and skill building activities to promote pro-social life skills. From the moment that a juvenile enters the RSAT program, all activities and treatments will focus on one thing: successful reentry back into the community. The program will offer access to a full continuum of treatment services, ensuring sufficient treatment intensity to achieve treatment plan goals. When appropriate, the program will blend together substance abuse treatment activities with mental health services for youth and their families. Intensity and content of treatment shall be appropriate to the client's substance abuse and/or mental health needs. The program will provide individual case management, group counseling, integrated mental health, psycho educational and substance abuse treatment services, psychiatric services, and psychopharmacological treatment as needed. Treatment services will also include peer support groups to include relapse prevention planning, practicing awareness of symptoms and triggers, compliance with and acceptance of prescribed medications and treatment plans, socialization skills, and taking personal responsibility for one's own behavior and recovery. Participants will learn necessary information and acquire the skills needed to complete the program through on-site educational services, individual counseling, group counseling, and family counseling services. substance abuse education and treatment, and urinalysis testing.

Geographic Area:

The geographic area is Travis County, Texas.

Target Audience:

Substance abusing juvenile offenders referred for secured residential substance abuse treatment services; to include but not limited to youth possessing both mental health and substance abuse issues (co-occurring disorders).

Gender:

Male and female offenders.

Ages:

The inclusive age range is 13 through 17 years of age.

Special Characteristics:

Many youth will be dually diagnosed, having a combination of mental health and substance abuse issues (co-occurring disorders).

Measures Information**Progress Reporting Requirements**

All programs will be required to report the output and outcome measures for this program to Texas A&M University, Public Policy Research Institute (PPRI).

Objective Output Measures

OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
Number of days of aftercare provided to offenders.	0	0
Number of EXISTING treatment beds previously supported by non-grant funds, but enhanced with grant-funded services.	74	74
Number of EXISTING treatment beds previously supported by grant funds to receive continuing grant support.	34	34
Number of NEW treatment beds to be created with grant funds.	0	0
Number of residential treatment days for offenders.	14872	11660

Objective Outcome Measures

OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
Number of grant-funded participants who have completed the program and remained drug free during the treatment program.	79	61

Certification and Assurances (ATTACHED)

Each applicant must click on this link to review the standard [Certification and Assurances](#).

Resolution from Governing Body (ATTACHED)

Except for state agencies, each applicant must provide information related to the [resolution](#) from its governing body, such as the city council, county commissioners' court, school board, or board of directors. Please ensure that the resolution approved by your governing body addresses items one through four below.

1. Authorization by your governing body for the submission of the application to CJD that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update CJD should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to CJD.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will CJD grant funds be used to support any contracts for professional services?

Select the Appropriate Response:

- Yes
 No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

The Program Manager monitors contract compliance with the vendors used for professional services. This includes site visits and having weekly contact with the vendors to monitor client services and progress.

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Note: Pursuant to Texas Government Code §556.005, a political subdivision or private entity that receives state funds may not use the funds to pay a person required to register as a lobbyist or for lobbying expenses. A political subdivision or private entity that violates this provision is not eligible to receive additional state funds.

Select the Appropriate Response:

- Yes
 No
 N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the Appropriate Response

- Yes
 No
 N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2011

Enter the End Date [mm/dd/yyyy]:

9/30/2012

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (\$) of Federal Grant Funds:

18974629

Enter the amount (\$) of State Grant Funds:

4791145

Single Audit

Has the applicant agency expended federal grant funding of \$500,000 or more, or state grant funding of \$500,000 or more during the most recently completed fiscal year?

Select the Appropriate Response:

Yes

No

Note: Applicants who expend less than \$500,000 in federal grant funding or less than \$500,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. However, CJD may require a limited scope audit as defined in OMB Circular A-133.

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor (in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133).

Enter the date of your last annual single audit:

9/30/2010

Equal Employment Opportunity Plan (EEOP)

Type I Entity: Defined as an applicant that meets one or more of the following criteria:

- the applicant has less than 50 employees;
- the applicant is a non-profit organization;
- the applicant is a medical institution;
- the applicant is an Indian tribe;
- the applicant is an educational institution, or
- the applicant is receiving a single award of less than \$25,000.

Requirements for a Type I Entity:

- The applicant is not required to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42.302; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Type II Entity: Defined as an applicant that meets the following criteria:

- the applicant has 50 or more employees, and
- the applicant is receiving a single award of \$25,000 or more, but less than \$500,000.

Requirements for a Type II Entity: Federal law requires a Type II Entity to formulate an EEOP and keep it on file.

- The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, et seq., subpart E;
- the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP is available for review by the public and employees or for review or audit by officials of CJD, CJD's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the EEOP is required to be on file in the office of (enter the name and address where the EEOP is filed below):

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed:

Type III Entity: Defined as an applicant that is NOT a Type I or Type II Entity. **Requirements for a Type III Entity:** Federal law requires a Type III Entity to formulate an EEOP and submit it for approval to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

- The EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:

Select the appropriate response:

- Type I Entity
- Type II Entity
- Type III Entity

Debarment

Each applicant agency will certify that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application 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; or
- 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 the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

- I Certify
- Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Enter the debarment justification:

FFATA Certification

Certification of Recipient Highly Compensated Officers – The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (CJD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) \$25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

- Yes
- No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

- Yes
- No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If

you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name: n/a
 Position 1 - Total Compensation (\$): 0
 Position 2 - Name: n/a
 Position 2 - Total Compensation (\$): 0
 Position 3 - Name: n/a
 Position 3 - Total Compensation (\$): 0
 Position 4 - Name: n/a
 Position 4 - Total Compensation (\$): 0
 Position 5 - Name: n/a
 Position 5 - Total Compensation (\$): 0

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Counselor and/or Therapist (licensed)	Senior Counselor - The Senior Counselor indicated will work directly with the Substance Abuse Units and/or provide Drug/Alcohol Education Groups. Amounts include salary and fringe.	\$58,376.00	\$0.00	\$0.00	\$0.00	\$58,376.00	100
Personnel	Counselor and/or Therapist (licensed)	Senior Counselor- The position indicated will work directly with the Substance Abuse Units and/or provide Drug/Alcohol Education Groups. The Counselor will meet the match requirement of \$47,914. This match is 75% of the total salary and fringe of this staff.	\$0.00	\$47,914.00	\$0.00	\$0.00	\$47,914.00	75
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Day to day operations, including pens, paper, etc.	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0
Supplies and Direct Operating Expenses	Presentation and/or Training Supplies	Educational and vocational supplies, books, workbooks, audiovisuals, and ongoing supplies for tutoring juveniles in the RSAT program Training manuals for youth in the RSAT program. Cognitive Behavior Therapy workbooks and manuals. Various books under \$50 total for \$9,567.	\$9,567.00	\$0.00	\$0.00	\$0.00	\$9,567.00	0
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	UA Kits - 1200 kits @ \$3.20 each	\$3,840.00	\$0.00	\$0.00	\$0.00	\$3,840.00	0
Contractual and Professional Services	Substance Abuse-Related Case Management, Counseling, Outpatient, and/or Treatment Services	Contractual substance abuse provider and/or mental health services, as well as psychological assessments and assessment tools.	\$71,460.00	\$0.00	\$0.00	\$0.00	\$71,460.00	0

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
Senior Counselor Position - 75% of this person's salary	Cash Match	\$47,914.00

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$47,914.00	\$47,914.00	\$0.00	\$0.00	\$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	\$71,460.00	\$0.00	\$0.00	\$0.00	\$71,460.00
Personnel	\$58,376.00	\$47,914.00	\$0.00	\$0.00	\$106,290.00
Supplies and Direct Operating Expenses	\$13,907.00	\$0.00	\$0.00	\$0.00	\$13,907.00

Budget Grand Total Information:

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$143,743.00	\$47,914.00	\$0.00	\$0.00	\$191,657.00

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
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You are logged in as **User Name:** JPGrantwriter

COMPREHENSIVE CERTIFICATION AND ASSURANCES

ASSURANCES

The applicant must assure and certify compliance with any and all applicable federal and state statutes, regulations, policies, guidelines and requirements, including, but not limited to, OMB Circulars No. A-21, A-110, A-122, A-87, A-133; Office of Justice Programs (OJP) Financial Regulations; Education Department General Administrative Regulations (EDGAR); E.O. 12372 Uniform Administrative Requirements for Grants and Cooperative Agreements — 28 CFR, Part 66, Common Rule; the Uniform Grant Management Standards (UGMS); and Title 1, Part 1, Chapter 3 of the Texas Administrative Code, that govern the application, acceptance and use of Federal and State funds for this project. In instances where multiple requirements apply to a grantee, the more restrictive requirement applies. Specifically, the following applicable requirements must be certified:

1. **LEGAL AUTHORITY** - It possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required. State agencies are not required to adopt a resolution.
2. **DISPLACED PERSONS** - It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions (42 USC §§ 4601 - 4655) which provide for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
3. **POLITICAL ACTIVITY** - It will comply with provisions of Federal law which limit certain political activities of employees of State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC § 1501, et seq.)
4. **LABOR FAIR STANDARDS ACT** - It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 USC §§ 201 - 219) if applicable.
5. **CONFLICT OF INTEREST** - It will establish safeguards to prohibit 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.
6. **EXAMINATION OF RECORDS** - It will give the sponsoring agency, the Office of the Governor, or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. **COMPLIANCE WITH REQUIREMENTS** - It will comply with all requirements imposed by the Federal sponsoring agency, the Office of the Governor, or the Comptroller General, concerning special requirements of law, program requirements, and other administrative requirements.
8. **EPA VIOLATING FACILITIES** - It will insure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of the project, are not listed in the Environmental Protection Agency's (EPAs) list of Violating Facilities, and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. **FLOOD INSURANCE** - It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act (50 USC § 4001), which states that, on or after March 2, 1975, communities must purchase flood insurance, where such insurance is available in those communities. This requirement is a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that had been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. **HISTORIC PRESERVATION** - It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 (16 USC § 470), Executive Order 11593 (identification and protection of historic properties), Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469a-1, et seq.), by (a) consulting with the State Historic Preservation Officer (SHPO) on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
11. **NATIONAL ENVIRONMENTAL POLICY ACT** - It will assist the federal grantor agency in its compliance with the National Environmental Policy Act of 1969 (P.L. 91-190, 42 U.S.C. 4321-4347, January 1, 1970, 83 Stat. 852) as amended by P.L. 94-52, July 3, 1975, 89 Stat. 258, and P.L. 94-83, August 9, 1975, 89 Stat. 424), by (a) identifying if any of the following activities will be related to the use of grant funds: (1) new construction; (2) minor renovation or remodeling of a property either listed on or eligible for listing on the National Register of Historic Places or located within a 100-year flood plain; (3) a renovation, lease or any proposed use of a building or facility that will either result in a change in its basic prior use or significantly change its size; and (4) implementation of a new program involving the use of chemicals other than chemicals that are purchased as an incidental component of a funded activity and traditionally used, for example, in office, household, recreational, or education environments; and (b) by complying with the following conditions relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories: (1) provide medical screening of personnel assigned or to be assigned by the grantee to the seizure or closure of clandestine methamphetamine laboratories; (2) provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and all other personnel assigned

- to either the seizure or closure of clandestine methamphetamine laboratories; (3) as determined by their specified duties, equip the personnel with OSHA required protective wear and other required safety equipment; (4) assign properly trained personnel to prepare a comprehensive contamination report on each seized/closed laboratory; (5) utilize qualified disposal personnel to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized laboratory; (6) dispose of the chemicals, equipment, and contaminated materials and wastes at properly licensed disposal facilities or, when allowable, at properly licensed recycling facilities; (7) monitor the transport, disposal, and recycling components of subsections numbered (5) and (6), immediately above, in order to ensure proper compliance; (8) have in place and/or implement any required written agreements with the Texas Department of Protective and Regulatory Services regarding the safety of any minors located at the clandestine laboratory site, the Texas Commission for Environmental Quality, and other entities deemed necessary by the State Administrative Agency.
12. **COMPLIANCE WITH LAWS AND GUIDES** - It will comply, and assure the compliance of all its sub grantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
 13. **COMPLIANCE WITH CODE OF FEDERAL REGULATIONS** - It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/ Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
 14. **NONDISCRIMINATION** -
 - A. It will comply with all State and Federal statutes relating to nondiscrimination and ensure, in accordance with federal civil rights laws, that the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
 - B. It will comply, and all its contractors will comply, with the nondiscrimination requirements which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 USC § 3789(d)); Victims of Crime Act (42 U.S.C. § 10604(e)); Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans With Disabilities Act (ADA) of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and 28 CFR 38 (Equal Treatment for Faith-Based Organizations); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations) and Ex. Order 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and neighborhood organizations).
 - C. In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office of Justice Programs, Office for Civil Rights (OCR).
 - D. It will provide an Equal Employment Opportunity Plan (EEOP) to OCR and to the Office of the Governor (OOG), if required to submit one; otherwise, it will provide a certification to the OCR and the OOG that it has a current EEOP on file, if required to maintain one. For public grantee agencies receiving less than \$25,000, or public grantee agencies with fewer than 50 employees, regardless of the amount of the award, no EEOP is required. Information about civil rights obligations of grantees can be found at <http://www.ojp.usdoj.gov/ocr>.
 15. **LIMITED ENGLISH PROFICIENCY**-It will comply with Ex. Order 13166 (Improving Access to Services for Persons with Limited English Proficiency) and resulting agency guidance which states that national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, a recipient must take reasonable steps to ensure the LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including oral interpretation and written translation, where necessary. In conducting its programs and activities, the recipient is encouraged to consider the language service needs of LEP persons whom it serves or encounters. Additional assistance and information regarding LEP obligations can be found at <http://www.lep.gov>.
 16. **COASTAL BARRIERS** - It will comply with the provisions of the Coastal Barrier Resources Act (16 USC § 3501, et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
 17. **SUPPLANTING PROHIBITION** - It will use funds to supplement existing funds for program activities and may not replace (supplant) non-Federal funds that have been appropriated for the same purpose. The applicant understands that potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this Program, suspension or debarment from Federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.
 18. **TAXES** - It will comply with all State and Federal laws and are solely responsible for filing all required State and Federal tax forms.
 19. **GRANT ADMINISTRATION** - It will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant, including these standard assurances, are met.
 20. **PUBLIC INFORMATION** - It will ensure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
 21. **CHILD SUPPORT PAYMENTS** - It will comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
 22. **SUSPECTED CHILD ABUSE** - It will comply with Section 261.101 of the Texas Family Code, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective

and Regulatory Services. Grantees shall also ensure that all program personnel are properly trained and aware of this requirement.

23. **RELATIVES** - It will comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body, or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person, who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
24. **OPEN MEETINGS** - If the applicant is a governmental entity, it will comply with Texas Government Code, Chapter 551, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically excluded in the Texas Constitution.
25. **HEALTH, HUMAN SERVICES, PUBLIC SAFETY OR LAW ENFORCEMENT AGENCY** - If the applicant is a health and human services agency or public safety or law enforcement agency, it will not contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
26. **LAW ENFORCEMENT AGENCY** - If the applicant is a law enforcement agency regulated by Texas Government Code, Chapter 415, it will comply with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Texas Government Code, Chapter 415, or it must provide the Criminal Justice Division with a certification from the Texas Commission on Law Enforcement Officer Standards and Education stating that the agency is in the process of achieving compliance with such rules.

CERTIFICATIONS

1. **DRUG-FREE WORKPLACE** - The applicant certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - B. Establish a drug-free awareness program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the applicant's policy of maintaining a drug-free workplace;
 - iii. any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. the penalties that may be imposed upon employees for drug abuse violations.
 - C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
 - D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - i. abide by the terms of the statement, and
 - ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
 - E. Notifying the agency within ten days after receiving notice under subparagraph (d) (ii) from an employee or otherwise receiving actual notice of such conviction.
 - F. Taking one of the following actions with respect to any employee who is so convicted:
 - i. taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
 - G. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. **LOBBYING** - The applicant certifies that:
 - A. It will not use grant funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior approval of the Criminal Justice Division.
 - B. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it will notify the Criminal Justice Division to obtain the appropriate disclosure form.
 - C. It will include the language of paragraphs A. and B. of this section in the award documents for all sub-awards at all tiers and will require all sub-recipients to certify accordingly.

GRANT SUMMARY SHEET

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

Department/Division:	TNR/NREQ
Contact Person/Title:	Adele Noel, Air Quality Project Manager
Phone Number:	854-7211

Grant Title:	LIRAP Local Initiative Projects (LIP)		
Grant Period:	From: 5/6/08	To:	8/31/2013
Grantor:	Texas Commission on Environmental Quality		
American Recovery and Reinvestment Act (ARRA) Grant	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	

Check One:	New: <input type="checkbox"/>	Continuation: <input type="checkbox"/>	Amendment: <input checked="" type="checkbox"/>
Check One:	One-Time Award: <input type="checkbox"/>	Ongoing Award: <input checked="" type="checkbox"/>	
Type of Payment:	Advance: <input checked="" type="checkbox"/>	Reimbursement: <input type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:		1,688,162.68				1,688,163
Operating:						
Capital Equipment:						
Indirect Costs:						
Total:	0	1,688,162.68	0	0	0	1,688,163
FTEs:						0.00

Auditor's Office Review: X	Staff Initials: _MG_
Auditor's Office Comments: _____	
County Attorney's Office Contract Review: X	Staff Initials: _MEG_

Performance Measures	Projected FY 11 Measure	Progress To Date:				Projected FY 12 Measure
		12/31/11	3/31/12	6/31/12	9/30/12	
Applicable Depart. Measures						
Measures For Grant						
Outcome Impact Description						
Outcome Impact Description						
Number of Applications processed	1000				907	1000
Outcome Impact Description	Improve air quality in Travis County					

PBO Recommendation:

This grant contract amendment adds the funding allocation for FY 12 and FY 13 to the grant program. The additional \$19,011 will fund Local Initiative Project activities that help Travis County comply with the Clean Air Act.

PBO recommends approval of this request.

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

The goal of the LIP program is to implement clean air strategies to improve air quality in Travis County in order to comply with the Clean Air Act. Amendment 6 adds the Fiscal Years 2012 and 2013 funding allocation for the LIP program. The amount allocated to Travis County will be \$19,011 for FY12 and FY13. Travis County has had a contract with TCEQ for LIP activities since FY09.

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

This grant will not incur a long-term funding commitment by the County.

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

The grant contract provides a 25% - 50% reimbursement of costs associated with specific projects that can demonstrate a quantifiable improvement in air quality. Matching funds provided by the County may be in cash, in-kind, or both. To date, approved projects have been matched using in-kind County resources or outside funding for the match, additional County funds have not been requested nor will be.

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

The contract amendment does not affect indirect costs. Indirect costs under the parent contract are allowable but 100% of the funds are used for program administration.

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

Yes.

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

Not a new program.

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

There is no impact since the funds were not requested or disbursed. This amendment reduces the initiatives we can undertake to improve air quality, but the cut is not significant enough to affect existing program measures.

CONTRACT NUMBER 582-8-89964

**CONTRACT AMENDMENT TO THE INTERGOVERNMENTAL COOPERATIVE
REIMBURSEMENT AGREEMENT BETWEEN THE TEXAS COMMISSION ON
ENVIRONMENTAL QUALITY (TCEQ) AND TRAVIS COUNTY**

AMENDMENT NUMBER 6

Pursuant to Article 7 (AMENDMENTS) of the General Conditions of the Agreement, TCEQ and Travis County (Grantee) agree to amend Contract Number 582-8-89964 to add the Fiscal Year (FY) 2012 and FY 2013 funding allocation as listed in the table below, thereby increasing the Total Maximum TCEQ Obligation to \$1,688,162.68.

The Maximum TCEQ Obligation is amended to reflect the addition of FY 2012 and FY 2013 funding as follows:

Amendment History	Fiscal Year	Contract Amount
Original Amount	FY08	\$373,217.48
	FY09	\$443,325.66
Amendment 1 (Encumbrance of FY 09 funds)	FY09	
Amendment 2 (Contract extension for one year)	FY09	
Amendment 3 (Increase of amount for FY 2010, changes to matching and eligible projects)	FY10	\$443,186.97
Amendment 4 (Extension through 8/31/13, addition of FY 11 funding, amendment of Scope of Work)	FY11	\$443,186.97
Amendment 5 (Decrease encumbrance of FY 2011 funds)	FY11	\$390,410.57
Amendment 6 (Addition of FY 12 and FY 13 funding)	FY12	\$19,011.00
	FY13	\$19,011.00
Total Maximum TCEQ Obligation		\$1,688,162.68

In accordance with the Agreement between TCEQ and Travis County, FY 10 funds may be expended through August 31, 2012 and FY 11 funds may be expended in FY 12 and FY 13 through August 31, 2013. As this Agreement terminates on August 31, 2013, the added FY 12 and FY 13 funds must be expended by August 31, 2013 unless otherwise determined by the TCEQ.

All other conditions and requirements of Contract Number 582-8-89964 remain unchanged and shall apply to all provisions specified herein.

TCEQ:

Texas Commission on Environmental Quality

(Signature)

David Brymer

(Printed Name)

Director, Air Quality Division

(Title)

Date: _____

Grantee:

Travis County

By:
(Signature)

The Honorable Samuel T. Biscoe

(Printed Name)

Travis County Judge

(Title)

Date: _____

GRANT SUMMARY SHEET

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

Grant Title:	Casey Family Programs Community and Family Reintegration Project		
Grant Period:	From: 1/1/12	To: 12/31/12	
Fund Source:	Federal: <input type="checkbox"/>	State: <input type="checkbox"/>	Local: <input checked="" type="checkbox"/>
Grantor:	Casey Family Programs		
Will County provide grants funds to a subrecipient?		Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>
Are the grant funds pass-through another agency? If yes list originating agency below		Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>
Originating Grantor:			

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	57,979	0	0	0	57,979
Operating:	22,021	0	0	0	22,021
Capital Equipment:	0	0	0	0	\$0
Indirect Costs:	0	0	0	0	\$0
Total:	80,000	0	0	0	80,000
FTEs:	1	0	0	0.00	1

Permission to Continue Information					
Funding Source (Account number)	Personnel Cost	Operating Transfer	Estimated Total	Filled FTE	PTC Expiration Date
001-5833-611-0701	15,196	15,196	30,392	1	6/30/12

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	JC	
County Attorney	<input type="checkbox"/>	N/A	

Performance Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
		12/31/11	3/31/12	6/31/12	9/30/12	
Applicable Depart. Measures						
Total number of families served by the program (OCS – Children FIRST)	200	95				200
Children served will be maintained in their homes	80%	88%				80%
Measures For Grant						
Number of youth w/family screened for enrollment	20	2 ⁱ				20
Outcome Impact Description	Youth and family are screened to determine eligibility for services.					
Number of youth w/family enrolled	12	0 ⁱⁱ				12
Outcome Impact Description	Youth with complex mental health needs and their families are provided with traditional and non-traditional services.					
Number of youth reintegrated into family home	5	0 ⁱⁱⁱ				5
Outcome Impact Description	The ultimate goal of the reintegration project is to prevent and/or reduce the out-of-home placement of youth and maintain them in their communities.					

PBO Recommendation:

HHS&VS is requesting a second 3 month Permission to Continue funding the Care Coordinator paid by this grant. The Casey Family Programs grant contract is usually finalized late in the grant period. Last year, HHS had to request four Permissions to Continue from the Commissioners Court and the grant contract was finally executed.

PBO recommends approval of this Permission to Continue.

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

Casey Family Programs is providing \$80,000 to cover salary, benefits, training, travel and office supplies for a Care Coordinator to work with clients referred to the Office of Children's Services (OCS) in Travis County Health and Human Services and Veterans Service (TCHHSVS). Part of the \$80,000 will also be used for various client services.

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

OCS provides clinical supervision and oversight for the project as well as office space and office equipment for the Care Coordinator.

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

There is no match required other than the clinical oversight, office space and office equipment. OCS will find the money internally for the office space and office equipment.

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

The grant does not allow payment of indirect or administrative costs.

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

OCS would still refer clients for mental health services with or without the Casey funds. Discontinuation of the grant would mean there would be one less Care Coordinator to handle referrals.

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

NA

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

The current performance measures for OCS include clients handled by the grant-funded Care Coordinator.

ⁱ This number is below expectations because for the first quarter of the year one staff person was on approved FMLA leave and there was no capacity to screen families for enrollment.

ⁱⁱ This number is below expectations because for the first quarter of the year one staff person was on approved FMLA leave and there was no capacity to screen and enroll families.

ⁱⁱⁱ 6 children were reintegrated in the prior quarter and 3 additional children are expected to be reintegrated in the second quarter of the year. Due to the first quarter having only one staff person available the program scheduled reintegration prior to and after the first quarter.



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
502 E. Highland Mall Blvd.
P. O. Box 1748
Austin, Texas 78767**

**Sherri E. Fleming
County Executive
for TCHHSVS
(512) 854-4100
Fax (512) 279-1608**

DATE: March 1, 2012

TO: Members of the Commissioners Court

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

SUBJECT: Permission to continue funding the Care Coordinator position
funded by the Casey Family Programs grant

Proposed Motion:

Consider and take appropriate action on the request from Travis County Health and Human Services and Veterans Service for permission to continue funding the Care Coordinator position funded by the Casey Family Programs grant (known as the Casey Family MOU) until the new grant contract is executed.

Summary and Staff Recommendations:

The Casey Family MOU funds a Care Coordinator position in the Office of Children's Services within Travis County Health and Human Services and Veterans Service (TCHHSVS). This Care Coordinator works with clients referred under The Community and Family Reintegration Project. The goal of the reintegration project is to provide a comprehensive list of traditional and nontraditional services to youth with complex mental health needs and their families at school, home, and in the community while decreasing the need for out-of-home placement. The traditional services include

assessments, training, education, counseling, and basic needs. Nontraditional services include mentoring, parent coaching, enrichment activities, and respite care.

Casey Family Programs has informed TCHHSVS staff that the MOU will be renewed for calendar year 2012. The new MOU provides \$80,000 for salary, benefits and other expenses related to the Care Coordinator.

TCHHSVS is requesting \$30,392 to continue funding the Care Coordinator position through 6/30/12. (The Commissioners Court approved an earlier request for the same amount which provides funding through 3/31/12.) The money will fund the revenue and expenditure budgets for salary and benefits. The grant will reimburse the General Fund upon execution of the new MOU.

TCHHSVS staff recommends approving the permission to continue.

Budgetary and Fiscal Impact:

The \$30,392 will come from vacant slot 231, which is funded from salary line item 001-5833-611-0701.

Issues and Opportunities:

The reintegration project has four main partners: TCHHSVS, the Texas Department of Family and Protective Services (DFPS), the Casey Family Programs, and Austin Travis County Integral Care (ATCIC). DFPS refers clients to TCHHSVS which screens, and if eligible, assigns them to a Care Coordinator. The Care Coordinator, in collaboration with the family and community partners, arranges for services and supports depending on the identified strengths and needs of the youth and family. The services and supports come from a network of providers managed by ATCIC and available community resources.

Background:

The ultimate goal of the reintegration project is to reduce the out-of-home placement of youth involved in the child welfare system through the use of the wraparound process.

Cc: Andrea Colunga Bussey, Director, Office of Children's Services, TCHHSVS
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Mike Crawford, Senior Financial Analyst, Travis County Auditor
Janice Cohoon, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney
Leroy Nellis, Acting County Executive, Planning and Budget Office
Diana Ramirez, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent



Travis County Commissioners Court Agenda Request

Meeting Date: March 20, 2012

Prepared By/Phone Number:

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget

Commissioners Court Sponsor: Judge Samuel T. Biscoe

A handwritten signature in black ink, appearing to be "J.B.", is written above the name of the elected official.

AGENDA LANGUAGE: CONSIDER AND TAKE APPROPRIATE ACTION ON ADOPTION OF AN ORDER AUTHORIZING PUBLICATION OF NOTICE OF INTENT TO ISSUE CERTIFICATES OF OBLIGATIONS.

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.

ORDER AUTHORIZING PUBLICATION OF NOTICE
OF INTENT TO ISSUE CERTIFICATES OF OBLIGATION

STATE OF TEXAS

COUNTY OF TRAVIS

WHEREAS, the Commissioners Court of Travis County, Texas (the "County"), deems it advisable to give notice of its intention to issue certificates of obligation of the County in accordance with the notice hereinafter set forth; Now, Therefore,

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

Section 1. The facts and recitations set forth in the recital to this Order (the "Order") are hereby found and declared to be true and correct.

Section 2. The County Clerk is hereby authorized and directed to cause to be published, in the manner required by law, a notice of intention to issue certificates of obligation (the "Notice") in substantially the form set forth in Exhibit A to this Order, the form and substance of which are hereby adopted and approved.

Section 3. The County Judge and County Clerk are hereby authorized to take such actions as may be appropriate to carry out the intent of this Order, including amending or changing the wording of the Notice.

PASSED AND APPROVED THIS March 20, 2012.

EXHIBIT A

COMMISSIONERS COURT OF
TRAVIS COUNTY, TEXAS

NOTICE OF INTENTION TO
ISSUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that at its regular meeting to commence at 9:00 a.m. on Tuesday, April 24, 2012, at its regular meeting place in the Commissioners Court Room on the first floor, 314 West Eleventh Street, Austin, Texas, the Commissioners Court of Travis County, Texas (the "County"), proposes to pass an order and to take such other actions as may be deemed necessary to authorize the issuance of one or more series of interest bearing certificates of obligation of the County in a maximum aggregate principal amount not exceeding \$29,150,000, with each such series bearing interest at any rate or rates, not to exceed the maximum interest rate now or hereafter allowed by law, as shall be determined within the discretion of the Commissioners Court on or before the date of issuance and maturing no later than March 1, 2033, for the purpose of evidencing the indebtedness of the County for (i) acquiring and installing computer equipment, including acquiring and installing a financial services computer system; (ii) improving and renovating existing County administrative and justice facilities; (iii) improving and renovating County jail facilities; (iv) constructing and improving County roads, including bridge construction, utility relocation, and safety and signalization improvements, and acquiring right-of-way in connection therewith; (v) acquiring County vehicles and heavy equipment; (vi) constructing and improving sidewalks for County roads; (vii) acquisition of rights-of-way in connection with the extension of Loop 1 (MOPAC) North; and (viii) paying professional and engineering fees related to the above-described purposes, and the costs if issuance with respect to such certificates of obligation, including but not limited to fees for professional services and incidental expenses related to such purposes. The County proposes to provide for the payment of such certificates of obligation by the levy of ad valorem taxes and a limited pledge of revenues of the County's solid waste disposal system.

COMMISSIONERS COURT
TRAVIS COUNTY, TEXAS



Travis County Commissioners Court Agenda Request

Meeting Date: March 20, 2012

Prepared By/Phone Number:

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget *LB*

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE: CONSIDER AND TAKE APPROPRIATE ACTION ON METHOD OF SALE OF TRAVIS COUNTY'S 2012 DEBT ISSUANCE.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Receive a briefing and recommendation from Travis County Financial Advisor on method of sale for Fiscal Year 2012 Debt Issuance.

STAFF RECOMMENDATIONS: N.A.

ISSUES AND OPPORTUNITIES: The Financial Advisor's briefing will outline the factors to be considered in determining which method of sale is optimal including current market conditions.

FISCAL IMPACT AND SOURCE OF FUNDING: N.A.

REQUIRED AUTHORIZATIONS:

Leslie Browder, Planning and Budget Office, (512) 854-9106

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

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

Cheryl Aker, County Judge's Office, (512) 854-9555

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



Travis County Commissioners Court Agenda Request

Meeting Date: March 20, 2012

Prepared By/Phone Number: Norman McRee/854-4821

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning & Budget *LB*

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 \$1,251,959.32, for the period of March 2 to March 8, 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 \$1,251,959.32.

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (526) – \$1,251,959.32

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 20, 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: March 2, 2012 to March 8, 2012

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$1,251,959.32

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 \$1,251,959.32.*

Please see the attached reports for supporting detail information.

**TRAVIS COUNTY
HOSPITAL AND INSURANCE FUND
SUPPORTING DETAIL FOR THE
WEEKLY REIMBURSEMENT REQUEST TO
COMMISSIONERS COURT
FOR THE PAYMENT PERIOD
MARCH 2, 2012 TO MARCH 8, 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 20, 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: March 2, 2012
 TO: March 8, 2012

REIMBURSEMENT REQUESTED: \$ 1,251,959.32

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 2,017,901.21
bank withdrawal correction	\$ (2,850.00)
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: March 13, 2012	\$ (763,227.16)
	\$ -
October 5, 2010 adj	\$ 135.10
Adjust to balance per UHC	\$ 0.17
TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 1,251,959.32
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 1,251,959.32

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

All claims over \$25,000 (4 this week totaling \$222,757.96) 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 (\$158,260.17) 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 (\$31,834.34).

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

I certify that all data listed on this recommendation for transfer of funds is correct and that the payments shown have been made solely for the purpose of health insurance claims.

Diane Blankenship 3/13/12
 Diane Blankenship, Director, HRMD Date

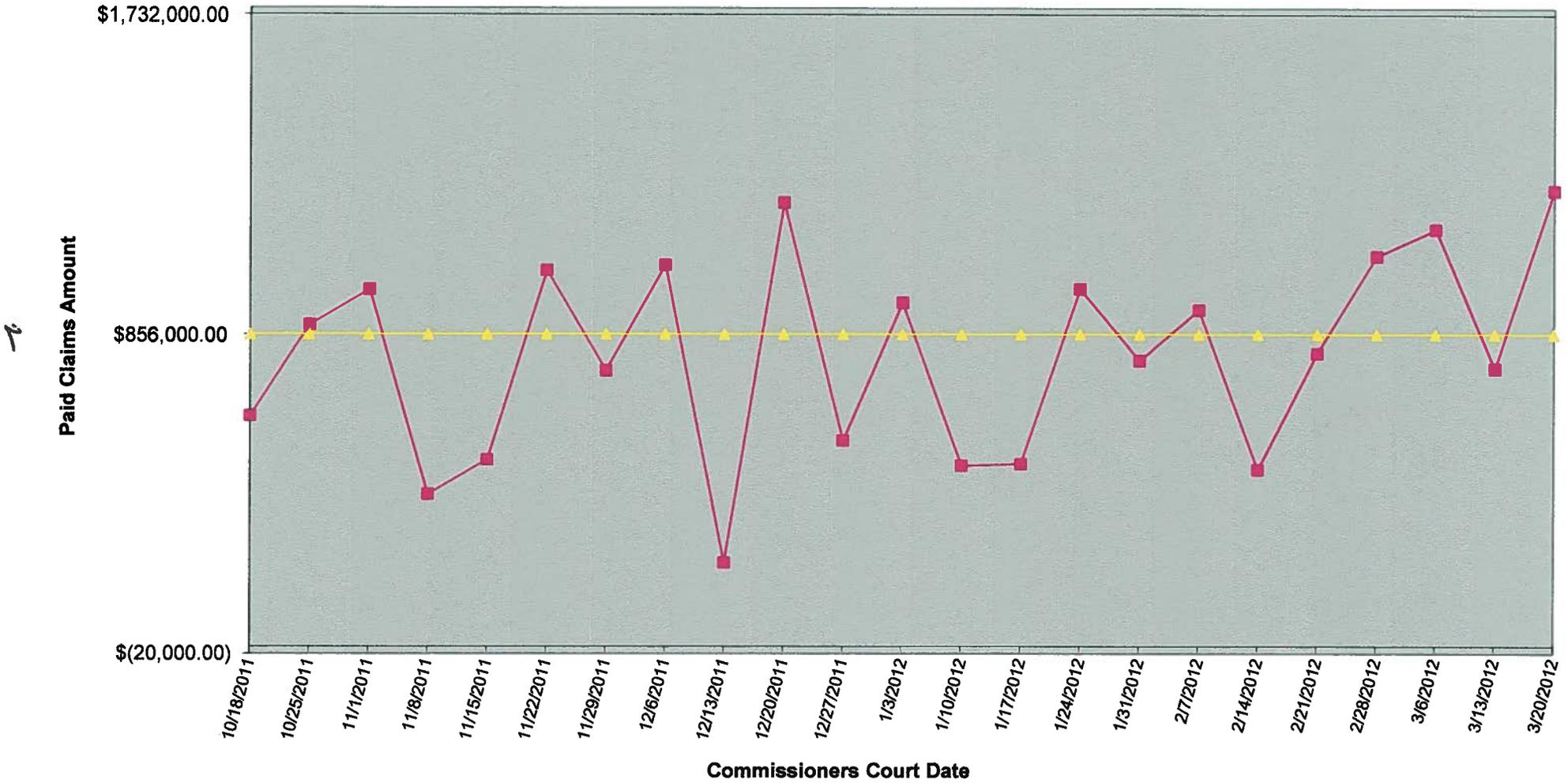
Dan Mansour 3/12-2012
 Dan Mansour, Risk Manager Date

Cindy Purinton 3/12/12
 Cindy Purinton, Benefit Contract Administrator Date

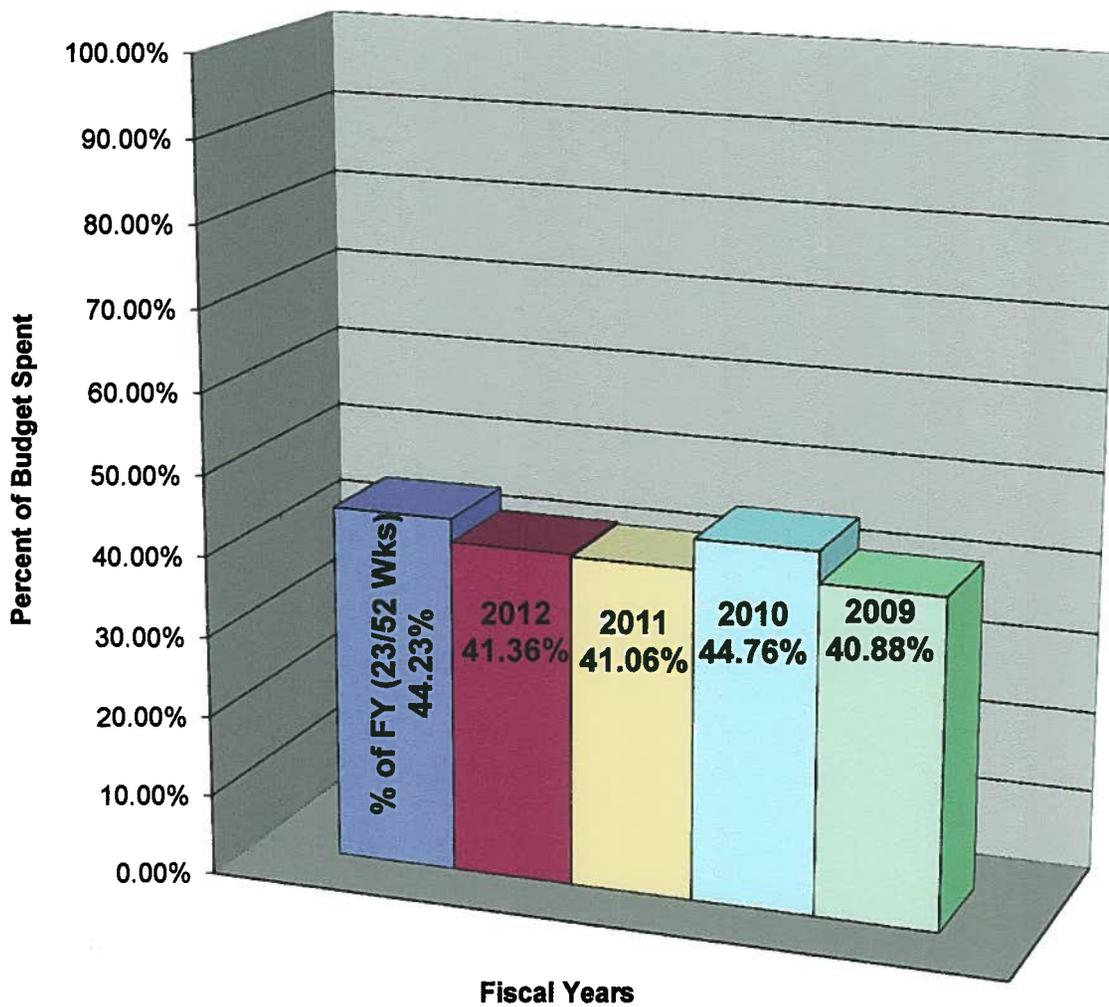
Norman McRee 3/19/12
 Norman McRee, Financial Analyst Date

** 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 23



A

Norman McRee

From: SIFSFX@UHC.COM on behalf of SIFSFX
Sent: Friday, March 09, 2012 12:07 AM
To: Norman McRee
Subject: UHG FUNDING NOTIFICATION

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: 2012-03-09 REQUEST AMOUNT: \$2,017,901.21

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

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2012-03-08 \$698,333.23
 - REQUIRED BALANCE TO BE MAINTAINED: \$2,668,041.00
 + PRIOR DAY REQUEST: \$00.00

= UNDER DEPOSIT: \$1,969,707.77

+ CURRENT DAY NET CHARGE: \$48,193.44
 + FUNDING ADJUSTMENTS: \$00.00

REQUEST AMOUNT: \$2,017,901.21

ACTIVITY FOR WORK DAY: 2012-03-02

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$62,064.97	\$00.00	\$62,064.97
TOTAL:	\$62,064.97	\$00.00	\$62,064.97

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UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2012_03_08

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	(\$194.40)	A1	78878	AH		1	3/1/2012	200	3/8/2012	3/8/2012
701254	632	(\$194.40)	A1	5910	AA		8	3/1/2012	200	3/8/2012	3/8/2012
701254	632	(\$198.41)	A1	8258	AH		5	3/1/2012	200	3/8/2012	3/8/2012
701254	632	(\$208.36)	A1	70213	AA		9	3/1/2012	200	3/8/2012	3/8/2012
701254	632	(\$213.79)	A1	74783	AH		1	3/1/2012	200	3/8/2012	3/8/2012
701254	632	(\$239.86)	A1	19383	AH		9	3/1/2012	200	3/8/2012	3/8/2012
701254	632	(\$288.44)	A1	19335	AA		8	3/1/2012	200	3/8/2012	3/8/2012
701254	632	(\$307.35)	A1	13324	AH		7	3/1/2012	200	3/8/2012	3/8/2012
701254	632	(\$311.30)	A1	45783	AH		7	3/1/2012	200	3/8/2012	3/8/2012
701254	632	(\$315.41)	A1	38898	AH		1	3/1/2012	200	3/8/2012	3/8/2012
701254	632	(\$378.29)	A1	73693	AH		9	3/1/2012	200	3/8/2012	3/8/2012
701254	632	(\$388.60)	A1	67671	AE		5	3/1/2012	200	3/8/2012	3/8/2012
701254	632	(\$480.26)	A1	50851	AE		16	3/1/2012	200	3/8/2012	3/8/2012
701254	632	(\$742.80)	QG	1243134	AA		11	3/2/2012	50	3/8/2012	3/8/2012
701254	632	(\$817.40)	A1	29736	AA		1	3/1/2012	200	3/8/2012	3/8/2012
701254	632	(\$1,553.40)	A1	75066	AH		7	3/1/2012	200	3/8/2012	3/8/2012
701254	632	(\$1,922.32)	A1	38903	AH		5	3/1/2012	200	3/8/2012	3/8/2012
701254	632	(\$4,242.50)	A1	56452	AH		2	3/1/2012	200	3/8/2012	3/8/2012
701254	632	(\$9,885.60)	QG	80554766	AH		8	3/1/2012	50	3/7/2012	3/8/2012

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1,251,959.32

Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 03/08/2012

<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

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Travis County - Hospital and Self Insurance Fund (526)
Journal Entry for the Reimbursement to United Health Care

 For the payment week ending: 3/8/2012

TYPE	MEMBER TYPE	TRANS_AMT
CEPO		
	EE	
	526-1145-522.45-28	166,788.27
	RR	
	526-1145-522.45-29	18,013.99
Total CEPO		\$184,802.26
EPO		
	EE	
	526-1145-522.45-20	250,166.77
	RR	
	526-1145-522.45-21	47,977.51
Total EPO		\$298,144.27
PPO		
	EE	
	526-1145-522.45-25	670,697.32
	RR	
	526-1145-522.45-26	98,315.47
Total PPO		\$769,012.79
Grand Total		\$1,251,959.32



Travis County Commissioners Court Agenda Request

Meeting Date: 3/20/2012

Prepared By/Phone Number: Cynthia Lam-Roldan, 854-4822 *LB*

Elected/Appointed Official/Dept. Head: Leslie Browder, 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 – 13.

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

Leslie Browder, 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 20, 2012

ITEM # :

DATE: March 9, 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: Leslie Browder, 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 – 6.

FY 12 Temporary Slot Extensions – Pages 7 - 12.

Approval requested to **extend** temporary slot end dates - temporary employees "02" (less than 6 months) effective April 1, 2012. HRMD has reviewed appropriate documentation; PBO has confirmed FY 12 funding.

FY 12 Temporary Slot Conversions – Page 13.

Approval requested to **convert** temporary slots from temporary employee (less than 6 months) to project worker (more than 6 months, includes Retirement Benefits). PBO has confirmed FY 12 funding.

If you have any questions or comments, please contact Diane Blankenship at 854-9170 or Todd L. Osburn at 854-2744.

LB/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
Civil Courts	58	Assoc Judge Magistrate Referee	97 / \$105,000.00	97 / \$105,000.00
County Atty	89	Law Clerk I Part-time	14 / Minimum / \$16,172.73	14 / Minimum / \$16,172.73
County Atty	176	Law Clerk I Part-time	14 / Minimum / \$16,172.73	14 / Minimum / \$16,172.73
County Clerk	51	Court Clerk Asst	11 / Level 4 / \$29,598.40	11 / Level 4 / \$29,598.40
JP Pct 3	9	Court Clerk I* Part-time	13 / Minimum / \$15,119.42	13 / Minimum / \$15,119.42
JP Pct 4	17	Court Clerk I	13 / Minimum / \$30,238.83	13 / Minimum / \$30,238.83
Juvenile Probation	577	Juvenile Detention Ofcr I**	12 / Level 3 / \$30,804.80	12 / Level 3 / \$30,804.80
Sheriff	538	Cadet**	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77
Sheriff	613	Crime Scene Spec	18 / Midpoint / \$52,977.60	18 / Midpoint / \$52,977.60
Sheriff	859	Cadet**	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77
Sheriff	888	Cadet**	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77
Sheriff	1171	Telecomm 911 Spec**	14 / Level 4 / \$36,212.80	14 / Level 4 / \$36,212.80
Sheriff	1175	Cadet**	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77
Sheriff	1381	Cadet**	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77
Sheriff	1868	Security Coord	12 / Minimum / \$28,262.42	12 / Minimum / \$28,262.42
Tax Collector	76	Accounting Clerk	11 / \$29,120.00	11 / \$29,120.00
* Temporary to Regular			** Actual vs Authorized	

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TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
County Clerk	20092	Elec Clk Operations Clk III	12 / \$14.00	12 / \$14.00	02
District Atty	20019	Office Spec	10 / \$11.87	10 / \$11.87	02
JP Pct 4	20001	Court Clerk I	13 / \$14.54	13 / \$14.54	02
**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

CAREER LADDERS – POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Sheriff	331	Corrections Ofcr* / Grd 81	Corrections Ofcr Sr / Grd 83	\$41,752.26	\$45,382.90	Career Ladder. Peace Officer Pay Scale (POPS).
TNR	320	Park Ranger* / Grd 60	Park Ranger Sr / Grd 62	\$47,942.75	\$52,441.17	Career Ladder. Peace Officer Pay Scale (POPS).
* 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
Civil Courts	Slot 75 / Financial Analyst Sr* / Grd 19 / \$60,364.04	Civil Courts	Slot 75 / Financial Analyst Ld / Grd 22 / \$65,582.40	Promotion. Pay is between min and midpoint of pay grade.
Juvenile Probation	Slot 200 / Office Spec / Grd 10 / \$31,159.37	Juvenile Probation	Slot 564 / Court Clerk II / Grd 15 / \$35,651.20	Promotion. Pay is between min and midpoint of pay grade.
Juvenile Probation	Slot 440 / Accountant Assoc / Grd 13 / \$34,487.31	Juvenile Probation	Slot 100 / Accountant Assoc / Grd 13 / \$34,487.31	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
* 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
Juvenile Probation	Slot 617 / Juvenile Detention Ofcr II* / Grd 13 / \$30,599.10	Sheriff	Slot 481 / Cadet* / Grd 80 / \$34,594.77	Promotion. Transition from Classified Pay Scale to Peace Officer Pay Scale (POPS) Step 1.
Sheriff	Slot 720 / Office Spec Sr / Grd 12 / \$29,974.00	Pretrial Services	Slot 63 / Pretrial Ofcr I* / Grd 15 / \$36,691.20	Promotion. Pay is between min and midpoint of pay grade.
Sheriff	Slot 198 / Corrections Ofcr Sr / Grd 83 / \$43,159.58	Sheriff	Slot 950 / Corrections Ofcr Sr / Grd 83 / \$43,159.58	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 269 / Certf Peace Ofcr Sr / Grd 84 / \$53,187.26	Sheriff	Slot 429 / Certf Peace Ofcr Sr / Grd 84 / \$53,187.26	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 325 / Corrections Ofcr Sr / Grd 83 / \$43,159.58	Sheriff	Slot 1489 / Corrections Ofcr Sr / Grd 83 / \$43,159.58	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 404 / Corrections Ofcr Sr / Grd 83 / \$59,545.41	Sheriff	Slot 113 / Sergeant Corrections / Grd 88 / \$85,772.96	Promotion. Peace Officer Pay Scale (POPS).
Sheriff	Slot 950 / Corrections Ofcr Sr / Grd 83 / \$44,256.37	Sheriff	Slot 906 / Sergeant Corrections / Grd 88 / \$67,513.68	Promotion. Peace Officer Pay Scale (POPS).
* 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
Sheriff	Slot 1381 / Corrections Ofcr Sr / Grd 83 / \$49,889.84	Sheriff	Slot 404 / Corrections Ofcr Sr / Grd 83 / \$49,889.84	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1484 / Corrections Ofcr Sr / Grd 83 / \$48,763.31	Sheriff	Slot 1531 / Corrections Ofcr Sr / Grd 83 / \$48,763.31	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1489 / Corrections Ofcr Sr / Grd 83 / \$43,159.58	Sheriff	Slot 325 / Corrections Ofcr Sr / Grd 83 / \$43,159.58	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1531 / Corrections Ofcr Sr / Grd 83 / \$43,159.58	Sheriff	Slot 1484 / Corrections Ofcr Sr / Grd 83 / \$43,159.58	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1634 / Security Coord / Grd 12 / \$30,807.40	Sheriff	Slot 1680 / Telecomm 911 Spec* / Grd 14 / \$36,212.80	Promotion. Pay is between min and midpoint of pay grade.
TNR	Slot 14 / Engineering Div Mgr / Grd 28 / \$105,259.75	TNR	Slot 14 / Engineering Div Mgr / Grd 28 / \$110,522.76	Travis County Code § 10.03012 - Temporary assignment. Additional duties performed, Public Works Director, PG 32. Pay increase is 5.00%.
* Actual vs Authorized				

AD HOC CLASSIFICATION CHANGES							
		Current			HRMD Recommends		
Dept.	Slot #	Auth Position Title / Position #	FLSA	Pay Grade	Position Title / Position #	FLSA	Pay Grade
County Clerk	89	Business Analyst II / 23877	E	23	Systems Engineer II / 25831	E	25
Pretrial Services	95	Office Spec Sr / 12796	NE	12	Substance Abuse Monitor / 9142	NE	9

Departments request in order to meet departmental needs. PBO has confirmed funding available.

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FY 12 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "02" STATUS		
Department	Slot	Actual Position Title
Constable 3	20003	ACC Intern
Constable 5	20018	ACC Intern
County Attorney	20002, 20003, 20013, 20016, 20017, 20018, 20022, 20023	Office Asst
County Clerk	20005, 20006, 20012, 20013, 20014, 20015, 20018, 20019, 20020, 20021, 20024, 20025, 20068, 20072, 20073, 20075, 20076, 20077, 20078, 20079, 20080, 20081, 20084, 20085, 20086, 20087, 20088, 20090, 20091, 20092, 20095, 20096, 20097, 20098, 20099, 20100, 20101, 20102, 20103, 20104, 20105, 20106, 20107, 20108, 20109, 20110, 20111, 20112, 20113, 20114, 20116, 20117, 20118, 20124, 20125, 20126, 20127, 20128, 20129, 20151, 20152, 20155, 20156, 20161, 20162, 20167, 20169, 20170, 20171, 20180, 20181, 20182, 20184, 20185, 20186, 20187, 20188, 20192, 20193, 20198, 20199, 20200, 20203, 20204, 20205, 20207, 20209, 20210, 20211, 20213, 20215, 20216, 20217, 20219, 20221, 20223, 20226, 20227, 20233, 20234,	Elec Clk Erly Vting Clk

FY 12 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "02" STATUS

Department	Slot	Actual Position Title
County Clerk	20235, 20237, 20238, 20240, 20241, 20250, 20251, 20252, 20253, 20254, 20255, 20256, 20257, 20258, 20261, 20262, 20263, 20264, 20267, 20268, 20269, 20270, 20271, 20276, 20277, 20279, 20280, 20282, 20283, 20286, 20287, 20288, 20289, 20290, 20292, 20293, 20294, 20295, 20296, 20298, 20300, 20301, 20303, 20304, 20305, 20307, 20310, 20312, 20315, 20316, 20319, 20321, 20325, 20327, 20332, 20333, 20335, 20337, 20339, 20340, 20342, 20343, 20344, 20345, 20346, 20348, 20349, 20350, 20351, 20352, 20353, 20355, 20357, 20358, 20359, 20360, 20361, 20447, 20448, 20450, 20451, 20453, 20455, 20456, 20457, 20458, 20460, 20461, 20462, 20463, 20464, 20465, 20467, 20479, 20482, 20486, 20489, 20492, 20494, 20495, 20498, 20504, 20505, 20507, 20510, 20511, 20512, 20514, 20515, 20516, 20517, 20521, 20523, 20524, 20525, 20527, 20528, 20529, 20530, 20532, 20534, 20535, 20537, 20538, 20539, 20542, 20550, 20551, 20552, 20553, 20554, 20555, 20556, 20557, 20559, 20560, 20562, 20563, 20564, 20565,	Elec Clk Erly Vting Clk

FY 12 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "02" STATUS

Department	Slot	Actual Position Title
County Clerk	20567, 20568, 20578, 20580, 20582, 20595, 20596, 20598, 20599, 20604, 20605, 20607, 20611, 20612, 20614, 20615, 20616, 20617, 20618, 20620, 20622, 20624, 20625, 20629, 20630, 20633, 20635, 20636, 20637, 20638, 20639, 20640, 20641, 20642, 20644, 20645, 20647, 23015, 23073, 23074, 23079, 23081, 23083, 23085, 23089, 23090, 23091, 23092, 23093, 23097, 23098, 23099, 23100, 23103, 23105, 23106, 23108, 23109, 23110, 23111, 23113, 23114, 23115, 23116, 23117, 23118, 23119, 23121, 23123, 23125, 23126, 23128, 23131, 23132, 23133, 23134, 23135, 23136, 23137, 23138, 23139, 23142, 23143, 23144, 23147, 23148, 23149, 23153, 23154, 23158, 23159, 23161, 23162, 23163, 23164, 23165, 23170, 23175, 23178, 23180, 23182, 23183, 23187, 23188, 23193, 23197, 23198, 23204, 23208, 23214, 23217	Elec Clk Erly Vting Clk
County Clerk	20366, 20368, 20369, 20370, 20373, 20374, 20377, 20378, 20379, 20380, 20381, 20382, 20383, 20384, 20385, 20388, 20389, 20390, 20391, 20392,	Elec Clk Erly Vting Deputy

FY 12 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "02" STATUS

Department	Slot	Actual Position Title
County Clerk	20394, 20397, 20398, 20400, 20401, 20402, 20403, 20405, 20407, 20413, 20475, 20485, 20487, 20488, 20493, 20501, 20508, 20520, 20653, 23014, 23019, 23020, 23021, 23025, 23026, 23027, 23028, 23029, 23030, 23031, 23033, 23042, 23043, 23045, 23046, 23049, 23051, 23052, 23053, 23055, 23059, 23066, 23067, 23068, 23069, 23070, 23075, 23077, 23166, 23169, 23174, 23177, 23202, 23203, 23205, 23206, 23209, 23210	Elec Clk Erly Vting Deputy
County Clerk	20053, 20054, 20055, 20058, 20060, 20157, 20160, 20313, 20314, 20330, 20411, 20412, 20414, 20419, 20422, 20424, 20426, 20427, 20428, 20429, 20431, 20433, 20434, 20435, 20436, 20444, 20446, 20454, 20481, 20484, 20571, 20574, 20575, 20602, 20656, 20659, 20661, 20665, 23016, 23018, 23071, 23076, 23078, 23088, 23096, 23150, 23151, 23152, 23156, 23157, 23181, 23212, 23229, 23230	Elec Clk Operations Clk II
County Clerk	20093, 20094, 20119, 20153, 20165, 20189, 20190, 20222, 20239, 20259, 20285, 20291, 20297, 20317, 20322, 20326, 20338, 20354, 20437, 20440,	Elec Clk Operations Clk III

FY 12 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "02" STATUS

Department	Slot	Actual Position Title
County Clerk	20522, 20531, 20540, 20579, 20600, 20601, 20606, 20610, 20631, 23037, 23038, 23039, 23041, 23044, 23058, 23060, 23064, 23065, 23072, 23101, 23102, 23107, 23120, 23160, 23167, 23173, 23184, 23185, 23186, 23189, 23190, 23191, 23192, 23194, 23196, 23199, 23201, 23207, 23211, 23213, 23215, 23234, 23235, 23236, 23240, 23241, 23242, 23246, 23249, 23250, 23251, 23254, 23261, 23262, 23263, 23265, 23266, 23267, 23269, 23270, 23272, 23275, 23276, 23279, 23280, 23282, 23283, 23284, 23286, 23288, 23289, 23292, 23293	Elec Clk Operations Clk III
County Clerk	20441, 20442, 23253	Elec Clk Operations Clk IV
County Judge	20005	ACC Intern
County Judge	20006	Office Spec Sr
District Attorney	20019, 20036	Office Spec
Emergency Medical Service	20001	Administrative Asst II
Fac Mgt	20010, 20027, 20069, 20070, 20075	Custodian
Fac Mgt	20020, 20025, 20029, 20035, 20076	Groundskeeper
HHS	20064	Case Worker
HHS	20066	Home Repair Supv

FY 12 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "02" STATUS		
Department	Slot	Actual Position Title
HHS	20022	Planner
HHS	20028	Social Worker
HRMD	20022, 20043	ACC Intern
JP Pct 1	20008	ACC Intern
JP Pct 1	20004	Court Clerk I
JP Pct 1	20005	Paralegal Sr
JP Pct 4	20001	Court Clerk I
Juvenile Public Defender	20004	Attorney I
PBO	20023, 20024	Financial Analyst Sr
Purchsg & Inventory Mgmt	20005	PUR Purchasing Supprt Spec I
Records Mang & Comm Resrc	20009	ACC Intern
Records Mang & Comm Resrc	20004	Law Librarian
TNR	20108, 20109	Natural Resources Tech
TNR	20061, 20064, 20069, 20070, 20071, 20072, 20073, 20075, 20076, 20077, 20078, 20091, 20096	Park Tech I
TNR	20050, 20055	Park Tech II

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FY 12 TEMPORARY SLOT STATUS CODE CONVERSION FROM TEMPORARY EMPLOYEES "02" TO PROJECT WORKERS "05"

Department	Slot	Actual Position Title
District Clerk	50040	Court Clerk I
HHS	50037	Accountant Assoc

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

**Samuel T. Biscoe,
County Judge**

**Ron Davis,
Commissioner, Pct. 1**

**Sarah Eckhardt,
Commissioner, Pct. 2**

**Karen L. Huber,
Commissioner, Pct. 3**

**Margaret Gomez,
Commissioner, Pct. 4**



Travis County Commissioners Court Agenda Request

Meeting Date: March 20, 2012

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

Elected/Appointed Official/Dept. Head: Danny Hobby

Commissioners Court Sponsor: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE FOLLOWING FEE CHANGES AND INFORMATION LETTER FOR THE TRAVIS COUNTY MEDICAL EXAMINER'S OFFICE:

- A. AN INCREASE IN AUTOPSY FEES;**
- B. A REVISED FEE SCHEDULE; AND**
- C. AN INFORMATION LETTER TO COUNTIES THAT CONTRACT WITH TRAVIS COUNTY FOR AUTOPSY SERVICES.**

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

This past November Crime Lab Design (CLD) Consultants testified before Commissioners Court on the subject of the Travis County Medical Examiner's Office (TCMEO), its growing caseload and many constraints on operations. CLD recommendations included charging more for autopsies, from \$2,300.00 per autopsy to \$2,600.00 per autopsy, and increasing per hour for testimony on out-of-county cases, from \$100.00 per hour to \$121.00 per hour. TCMEO also recommends a fee increase for an out-of-county external exam, from \$800.00 to \$900.00. The current fees have not been changed since 2007. Please see attached letter and fee schedule for more detail and description.

Also attached is an information letter to counties that contract with Travis County for autopsy services. It is important that we inform our contract counties of these fee changes and the effective date for them.

STAFF RECOMMENDATIONS:

TCMEO management staff and Emergency Services recommend approval of an increase in autopsy fees; a revised fee schedule; and an information letter to counties that contract with Travis County for autopsy services. The Planning and Budget Office (PBO) has reviewed the CLD calculations and concur that an increase is warranted.

ISSUES AND OPPORTUNITIES:

These fee changes are necessary due to the amount of time and resources needed to provide the various services, along with a growing caseload.

FISCAL IMPACT AND SOURCE OF FUNDING:

PBO and the Auditor's Office have estimated that there would be an increase in revenue of \$39,000.00 for the remainder of FY12 by increasing the out-of-county fees and an increase of \$220,000.00 for FY13. Based on past experience, there should be a short-term decline in the number of out-of-county autopsies as a result of the fee changes.

REQUIRED AUTHORIZATIONS:

Daniel Bradford, County Attorney's Office, 854-9513

Katie Petersen, PBO, 854-9346

David Jungerman, Auditor's Office, 854-7829



**TRAVIS COUNTY OFFICE
OF THE MEDICAL EXAMINER**

1213 Sabine Street PO Box 1748 Austin, TX 78767
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DAVID DOLINAK, MD
Diplomate of American Board of Pathology
CHIEF MEDICAL EXAMINER

SATISH CHUNDRU, DO
Diplomate of American Board of Pathology
DEPUTY CHIEF MEDICAL EXAMINER

KENDALL CROWNS, MD
Diplomate of American Board of Pathology
DEPUTY MEDICAL EXAMINER

LEISHA WOOD, MD
Diplomate of American Board of Pathology
DEPUTY MEDICAL EXAMINER

VICKIE WILLOUGHBY, DO
Diplomate of American Board of Pathology
DEPUTY MEDICAL EXAMINER

TO: Travis County Commissioners Court
THROUGH: Danny Hobby, County Executive, Emergency Services 
FROM: David Dolinak, M.D., Chief Medical Examiner
DATE: March 15, 2012
IN RE: Increased Charges for Interlocal Autopsies and Other Fees of the Travis County Medical Examiner's Office

On November 8, 2011, the Crime Lab Design (CLD) Consultants testified before this Court on the subject of the Travis County Medical Examiner's Office (TCMEO), its growing caseload and its many constraints on operations.

One of the Crime Lab Design Consultants' recommendations to the Commissioners Court was that the TCMEO begin charging more for autopsies. They recommended a fee increase from \$2,300 per autopsy to \$2,600 per autopsy. CLD also recommended an increase to \$121 per hour for testimony on out-of-county cases from \$100 per hour. The Travis County Medical Examiner's Office also recommends a fee increase to \$900 for an out-of-county external exam from \$800. (This is approximately a 13% increase in the fee, the same as the percentage increase in the fee for out-of-county autopsies.) This Court has previously received the executive summary of CLD which contained the recommendation of the increased fees.

The Planning and Budget Office (PBO) has reviewed the CLD calculations and concur that an increase is warranted. The current fees have not been changed since 2007. From a recalculation of the office's salaries (which increase periodically and also reflect the addition of another investigator and a part-time records assistant), operating expenses, and the cost of a contract histologist (which was not factored into the original calculations for the 2007 fee), the new fees are justified.

PBO and the Auditor's Office have estimated that there would be an increase in revenue of \$39,000 for the remainder of FY 2012 by increasing the out-of-county interlocal fees and an increase of \$220,000 for FY 2013. (Out-of-

autopsies are trending downward, and will experience a short-term decline in frequency with the fee increase.)

Attached to this memorandum is a schedule of fees of the Travis County Medical Examiner's Office. Other fees will remain the same.

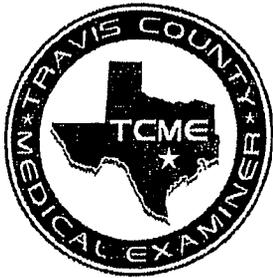
Thank you for your consideration of this matter and please let us know if you need additional information.

TRAVIS COUNTY MEDICAL EXAMINER

REVENUE PROPOSAL 2012

Service	Description	Charge	Application	Statutory Authority
Reports	Autopsy, Narrative	\$10.00 for autopsy report (includes toxicology) (no change)	Everyone except JPs, interagency entities, Travis County legal next of kin	Health and Safety Code Section 671.013(c)(1) Up to \$25 based on actual costs
Certified Reports	Autopsy, Narrative	\$5.00 for certification of each request (no change)	Same as above	Same as above
Notarization	Notarization of legal documents	\$5.00 for notarization of each document (no change)	Same as above	Government Code Section 406.024 Up to \$6 for each document
Copy charge/page paper	If not included in other charges	\$.10 (no change)(will estimate if charge over \$40.)	Everyone	Government Code Section 552.231(a)(2)(B) Amount reasonably includes all costs of copying, including costs of materials, labor, and overhead if more than 50 pages but if 50 or fewer pages of paper records, amount may not include costs materials, labor, or overhead, and is limited to the charge for each page of the paper record that is photocopied. Open Records estimate needed if charge is over \$40.

Service	Description	Charge	Application	Statutory Authority
Research/Statistical Reports/Questionnaires	Varies depending on requests	\$28.50 per hour programming time (will estimate if charge over \$40) (no charge)	Everyone	Government Code Section 552.231(a)(3)(B) Open records estimate needed if charge is over \$40
Reproducing 35 mm photos	35 mm photos	Actual costs	Everyone	Health and Safety Code Section 671.013(c)(2) Fee set by Commissioners Court based on actual cost of reproduction, including the reasonable cost of overhead
Electronic Digital Images	CD – ROM	\$3.00 per disk	Everyone except interagency entities, JPs	1 TAC Section 70.3(b)(2)(G)
Out of County Autopsy		\$2,600 (\$300 increase)	PA Cases	To be addressed through the interlocal agreements
Out of County External Examination		\$900 (\$100 increase)	PA Cases	To be addressed through the interlocal agreements
Out of County Court Testimony		\$121/hour, including travel time (minimum of 3 hours) (\$21 increase)	PA Cases	To be addressed through the interlocal agreements
Shipping Costs		Actual costs		1 TAC Section 70.3(j)
Copy of radiographs		Actual costs	Everyone, except interagency entities, JPs	Health and Safety Code Section 671.013(c)(2) Fee set by Commissioners Court based on actual cost of reproduction, including the reasonable cost of overhead.



TRAVIS COUNTY OFFICE OF THE MEDICAL EXAMINER

1213 Sabine Street PO Box 1748 Austin, TX 78767

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

www.co.travis.tx.us/medical_examiner

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VICKIE WILLOUGHBY, DO
Diplomate of American Board of Pathology
DEPUTY MEDICAL EXAMINER

MEMO TO: County Judges
County Attorneys

FROM: David Dolinak, M.D.
Chief Medical Examiner

IN RE: Out-of-County Fee Increases

DATE: March 21, 2012

On November 8, 2011, the Crime Lab Design (CLD) Consultants testified before the Travis County Commissioners Court on the subject of the Travis County Medical Examiner's Office (TCMEO), its growing caseload and its many constraints for operations.

One of the Crime Lab Design Consultants' recommendations to the Commissioners Court was that the TCMEO begin charging more for out-of-county autopsies. They recommended a fee increase from \$2,300 per autopsy to \$2,600 per autopsy. Fees for external exams would increase from \$800 to \$900. Fees for testimony were recommended to increase from \$100 an hour, including travel time (with a minimum of three hours), to \$121 an hour, including travel time (with a minimum of three hours).

The Travis County Office of Planning and Budget reviewed the CLD calculations and concurred that an increase was warranted. The current fees have not been changed since 2007.

Based on this analysis, the TCMEO asked the Commissioners Court to approve an increase in out-of-county autopsy fees from \$2,300 to \$2,600; external exam fees from \$800 to \$900; and fees for testimony from \$100 an hour to \$121 an hour, including travel time (with a minimum of three hours). On March 20, 2012, Court ordered that the TCMEO increase the out-of-county fees as specified above, effective June 1, 2012. The Court also reaffirmed fees for administrative services, including reports, copying, printing photographs, etc. These administrative fees for the most part will not apply to out-of-county offices. Any case related information (reports, photographs, x-rays, shipping) will not be charged. They are included in the autopsy fee.

If you have any questions, please feel free to contact Sarah Scott, Chief Administrative Officer, at sarah.scott@co.travis.tx.us or (512) 854-6995.



Travis County Commissioners Court Agenda Request

Meeting Date: March 20, 2012

Prepared By/Phone Number: John Pena, CTPM; Marvin Brice, CPPB,
Purchasing Office, 512-854-9700

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

Commissioners Court Sponsor: Judge Samuel T. Biscoe

Agenda Language:

APPROVE MODIFICATION NO. 2 TO CONTRACT NO. 11K00279JE, J.D. RAMMING PAVING, LTD., FOR FISCAL YEAR 2011 HMAC OVERLAY PROGRAM.

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

TNR request approval of Change Order No. Two (2) for the above contract. This modification is for overlay improvements for Reimers Ranch Road Park project. This change order will increase the contract total amount from \$292,286.00 to \$380,156.00, in increase of \$87,870.00. This modification also increases the total completion time by 180 Calendar Days.

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

- **Contract-Related Information:**

Award Amount: \$292,286.00
Contract Type: Construction
Contract Period: Through Completion

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.

➤ **Contract Modification Information:**

Modification Amount: \$87,870.00

Modification Type: Construction

Modification Period: 180 Calendar Days (August 31, 2012)

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

Solicitations Sent: Responses Received:

HUB Information: % HUB Subcontractor:

➤ **Special Contract Considerations:** N/A

Award has been protested; interested parties have been notified.

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

Comments:

➤ **Funding Information:**

Purchase Requisition in H.T.E.: 554063

Funding Account(s): 518-4945-809-8120

Comments:

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



TRANSPORTATION AND NATURAL RESOURCES

STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE TNR

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

March 2, 2012

MEMORANDUM

TO: Cyd Grimes, Purchasing Agent
FROM: *Charles B. Johnson*
Steven M. Manilla, P. E., County Executive, TNR
SUBJECT: **Modification #2 – FY11 HMAC Overlay Project**
Contract #11K00279JE
PO #485537

TNR requests the approval of change order number one (2) for the above contract. This modification is to add 180 days and \$87,870 for overlay improvements for the Reimers Ranch Park project. This change order will increase the contract total amount from \$292,286 to \$380,156. The \$87,870 is encumbered on requisition number 554063. The account number is 518-4945-809-8120 and the commodity/sub-commodity is 988/064.

If you have any questions or require additional information, please contact Donna Williams-Jones at extension 47677 or Scott Lambert at extension 47651.

DWJ:SMM:dwj

copy
Copy: John Pena, Purchasing
Don Ward, TNR
Scott Lambert, TNR
Tawana Gardner, TNR

RECEIVED
MAR 2 2012
TRAVIS COUNTY
PURCHASING OFFICE

**TNR, Travis County
Contract Change Order Log**

Project Name: 2011 OVERLAY / ALTERNATIVE PAVING PROJECTS [3170-HOTMIXF11-11C000A]
Vendor Name: JD RAMMING

Contract Name: PARKS FY2011 HMAC OVERLAY
Original Amount \$ 292,286.00

Change Order No	CO Issue Date	Description	Change Order Amount	Cumulative CO Amounts	C.O (%)	Adjusted Contract Amount	CUM (%)	Approval Date
2	03/02/2012	MOD #2 INCREASES THE CONTRACT AMOUNT BY \$87,870 FROM \$292,286 TO \$380,156 FOR THE REIMERS RANCH PARK PROJECT	\$87,870.00	\$87,870.00	30.06%	\$380,156.00	30.06%	

TRAVIS COUNTY
Purchase Requisition

3/06/12
09:14:03

Number : 0000554063
 Type : 1 PURCHASE REQUISITION
 Status : AUDITOR APPROVAL
 Reason : 53936 MOD#1 PO 485537 CONTR 11K00279JE ATTN:J PENA
 By : TAWANA GARDNER 854-7679
 Date : 3/01/12
 Vendor : 45604 J D RAMMING PAVING
 Contract nbr :
 Ship to : AI AS INDICATED BELOW
 Deliver by date : 3/01/12
 Buyer :
 Fiscal year code : C C=Current year, P=Previous year, F=Future year

Type options, press Enter.

5=Display 8=Item extended description

Opt Line#	Quantity	UOM	Description
1	87870.00	DOL	FY2011 HMAR OVERLAY TRAVIS COUNTY PARKS REIMERS RANCH PARK MOD #1 FOR \$87,870 WILL INCREASE THIS CONTRACT FROM \$292,286 TO 380,156. IT WILL ALSO INCREASE THE CONTRACT DATE BY 180 DAYS REQUESTED BY SCOTT LAMBERT

COMMENTS EXIST

F3=Exit F7=Alternate view
 F10=Approval info F12=cancel F20=Comments

Total: 87870.00
 F9=Print

PI310I01

TRAVIS COUNTY
Purchase Order Inquiry

3/06/12
09:10:52

P.O. Number :	485537				
Change nbr :	3	Date :	2/01/12	PENAJ	Ordered . . :
Status :	4 PARTIALLY RCVD - NO INVC				Invoiced :
Type :	P PURCHASE ORDER				Liquidated :
Date :	11/22/11				Balance . . :
Vendor :	45604 J D RAMMING PAVING				Last rec :
Ship to . . :	AI AS INDICATED BELOW				Last inv :
Invoice to . :	AD AUDITOR				Freight amt :
Buyer . . . :	CONTRACT				Adjustment :
Confirm by :	JOHN RAMMING				Sales tax :
Ship via . . :					
F.O.B. . . . :					Add'l tax :
Freight . . . :					Retainage % :
Contract nbr :	11K00279JE				Deliver by :
Payment Discount :	0.00%		Order Discount :	0.00%	
Terms :	Nbr days disc due :	Net :	User ID . . :	PENAJ	
Requisition Nbr :				Date posted :	11/22/11

F2=Items F3=Exit F8=Remarks F9=Invoices F12=Cancel F13=Vendor inquiry
 F16=Rec/Inv Comments F18=Receipt Inq F24=More Keys



Travis County Commissioners Court Agenda Request

Meeting Date: March 20, 2012

Prepared By/Phone Number: Bonnie Floyd

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

- A. APPROVE PROCUREMENT CARD POLICIES AND PROCEDURES FOR USE BY THE TRAVIS COUNTY SHERIFF'S OFFICE COMMAND STAFF.
- B. APPROVED REVISED PROCUREMENT CARD POLICIES AND PROCEDURES FOR USE BY THE TRAVIS COUNTY SHERIFF'S OFFICE EXTRADITION STAFF.

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

- A. On January 25, 2011, the Commissioners Court approved an interlocal agreement with the City of Fort Worth, which allows the county to utilize the services of JPMorgan Chase for both procurement card purchases and a travel card program used by the Sheriff's Office when extraditing prisoners.

At this time, the Sheriff's Office requests approval of the attached procedures allowing for three additional procurement cards for the Crime Detective's Travel Division. The additional cards will be issued to and managed by the Division Majors, who will be responsible to monitor and ensure the expenditures under these cards are authorized for County related Criminal Detective expenses.

- B. In 2005, the Commissioner Court approved procurement card services and procedures for all employees of the TCSO who use the Escort and Extradition Travel Card when extraditing prisoners to and from Travis County. This revision of the policies clarifies the authority of the Purchasing Agent for the supervision of procurement card purchases.

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.

Staff from TCSO, Purchasing Office and Auditor's Office collaborated and agree on these procedures, and recommend approval.

➤ **Funding Information:**

- Purchase Requisition in H.T.E.: As-needed
- Funding Account(s): 001-3725-563-7511
- 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.



TRAVIS COUNTY SHERIFF'S OFFICE FINANCE DIVISION PROCEDURES

Chapter: Emergency Purchases

Subject: Credit Card

Number of Pages: 5

References:

PURPOSE:

To establish policy and procedures, in accordance with the Section 262.011 (l) and approval by the Travis County Commissioners Court per section 262.011(o) of the County Purchasing Act, for all employees of the Travis County Sheriff's Office who use the Command Staff credit card.

The Command Staff credit card is designed for emergency purchases only. The card may be only used by an employee of the Travis County Sheriff's Office, who receives prior authorization for its use by the County Purchasing Agent and Bureau Major.

PROCEDURE:

- 1) Requesting and issuing a new Command Staff credit card
 - 1.1 Upon receiving proper authorization from the Travis County Purchasing Agent, a request for three (3) credit cards will be made through the JPMorgan Chase website. These new cards will be issued to the following Travis County Sheriff Command Staff: Major of Administration and Support, Major of Corrections, and Major of Law Enforcement. The following information is required by JPMorgan Chase to obtain these cards: Social Security Number (we will use of the County's Tax ID), Date of Birth (we will use the Date of Hire for each respective Major) and the Mother's Maiden Name (we will use Major's last name).
 - 1.2 Once the new card is issued by JPMorgan Chase and is received by TCSO Finance, each respective Major will be required to sign **Attachment I** in order to be issued their credit card.
 - 1.3 Approved copies of Attachment I will be sent to the County Purchasing Agent.
- 2) Guidelines for using the Command Staff credit card
 - 2.1 The Command Staff credit card may be used by any authorized employee who receives approval by a Bureau Major of the Travis County Sheriff's Office.

- 2.2 The Command Staff Credit Cards shall remain in the custody of the respective Bureau Major. Each Bureau Major may authorize the assignment of the card to any TCSO employee at their discretion.
- 2.3 The Command Staff Credit Card may be used for necessary emergency investigative expenditures including, but not limited to: Airfare, Baggage Expenses, Hotel, Car Rental Fees, Toll Road Expenses, Meals, or any other reasonable expenses that might be incurred during the emergency investigative travel situation and that are directly related to the emergency investigation.
- 2.4 When a Major authorizes an employee to use the card for any travel related activity, it is responsibility of that employee to maintain all receipts until the end of their trip. At the conclusion of the trip, the employee must submit a completed **Trip Budget** to the Bureau Major for their approval. The signed **Trip Budget** and all supporting receipt documentation will then be forwarded to the TCSO Finance Department for further processing.

3) Vendor Credits

- 3.1 If an authorized user becomes aware that a credit will be issued for any purchase made with the use of a Command Staff credit card, the user shall notify the Bureau Major as quickly as possible. The Bureau Major will then notify the Finance Office regarding the pending issuance of the vendor credit.

4) Review of monthly statement

- 4.1 The JPMorgan Chase credit card statement will be received by the TCSO Finance Office. All expenses will be reviewed and entered on a spreadsheet. The charges will be verified and matched against the receipts turned in by the employee on the completed **Trip Budget** (step 2.4).
- 4.2 TCSO Finance will prepare a reconciliation of the credit card statement to the spreadsheet. This reconciliation document along with the credit card certification will be reviewed by the finance supervisor and must be signed by the Finance Director. The certification and a copy of the reconciliation will be forwarded to the Auditor's Office for processing.

5) Payment of monthly statement

- 5.1 A requisition for the Fiscal Year will be put on at the beginning of the fiscal year so it will become a purchase order. The credit card statement will be paid from this Purchase Order.

6) 1099 Calendar year report

- 6.1 A 1099 report will be completed at the end of the year and submitted to the auditor's office. The report is exported from JPMorgan Chase website.

7) Card security

- 7.1 The cards are kept in the custody of the respective bureau Major until they authorize the card's use by an employee.

8) Expired credit cards

- 8.1 Expired credit cards are returned to the Finance Department from the Bureau Major. The Finance Department will destroy the expired card under dual control.
- 8.2 The Finance Department will then record the expired credit card on a spreadsheet. A memo will be submitted to the Auditor's Office, with copy to the Purchasing Agent, with the cardholder's name (**titled as The Corrections Bureau, The Law Enforcement Bureau and The Administration and Support Bureau**) and the card number.

9) CARD SECURITY

9.1 The Cardholder is responsible for safeguarding the Command Staff Credit Card and the account number.

9.2 If the Command Staff Credit Card is lost or stolen, the Cardholder shall immediately notify the Command Staff Credit Card Issuer at **1-800-890-0669**. The Command Staff Card Issuer's representatives are available 24 hours a day. The Cardholder must tell the representative that the call is regarding a Travis County Command Staff Credit Card. The Cardholder shall notify the Administrator immediately if it is lost or stolen. The Cardholder is responsible for any unauthorized use of the Command Staff Credit Card that is posted to the Statement after the Command Staff Credit Card is lost or stolen. The Cardholder is also subject to disciplinary action the severity of which is consistent with the Cardholder's degree of responsibility for the loss or theft.

9.3 A new Command Staff Credit Card may be issued to the Cardholder after the reported loss or theft if the Cardholder provides evidence that the loss or theft was not avoidable and not due to any carelessness or inappropriate behavior by the Cardholder. If a Cardholder finds a Command Staff Credit Card that was reported lost or stolen, the Cardholder shall destroy the recovered Command Staff Credit Card and return the pieces to the Administrator.

9.4 The Cardholder shall not allow anyone else to use his or her account number.

9.5 If the Cardholder allows anyone else to use his or her Command Staff Credit Card or provides anyone else with his or her account number, the Administrator shall revoke the Cardholder's authority to use the Command Staff Credit Card and require the Cardholder to return the Command Staff Credit Card to the Administrator. The Cardholder is also subject to disciplinary action, the severity of which is consistent with the seriousness of the unauthorized use.

Attachment I
Travis County Sheriff's Office
Command Staff Credit Card Policies

Statement of Understanding

I have read, understand, and will abide by the Command Staff Credit Card Policies.
I understand that the Command Staff Card Program is designed for emergency use by Travis County Sheriff's Office employees.

I understand the issuance of a Card to me is an extension of the employer-employee relationship and that I am being specifically directed to:

- Abide by all policies, rules and understandings with respect to the Command Staff Credit Card.
- Use the Command Staff Credit Card only for those necessary and reasonable expenses incurred or authorized for the direct purposes of this program
- Make ABSOLUTELY NO personal use of the card.
- Reimburse Travis County within one business day of notification of any purchase made on the Command Staff Credit Card that is not allowable under this understanding.
- Use the Command Staff Credit Card only as anticipated in the Trip Budget.
- Retain and submit original receipts for all uses of the Command Staff Credit Card at the earliest possible time following completion of the trip.
- Keep the Command Staff Credit Card in the custody of the Bureau Major until duty requires use of the card.

I further understand that any misuse of the Card will result in reasonable discipline that may include a combination of the following:

- Termination of employment.
- Withholding the amount of any misuse from my pay.
- My reimbursing the County for the amount of any misuse plus any other associated costs.
- Transfer to duty that does not involve use of the Command Staff Credit Card.
- Other discipline as authorized by the Sheriff.
- Termination of my ability to benefit from the Command Staff Credit Card Program.
- Termination of the Command Staff Credit Card Program for all users.

I certify that I have read, understand and agree to abide by the above and all other policies, procedures, features and regulations that apply to the Command Staff Credit Card Program.

Employee Signature	Empl. No.	Date
Supervisor Signature	Empl. No.	Date

Cc: County Purchasing Agent, for authorization purposes



Greg Hamilton, Travis County Sheriff
MEMORANDUM

Date: January 6, 2012
TO: Cyd Grimes, Travis County Purchasing Agent
FROM: Greg Hamilton, Travis County Sheriff *GH*
SUBJECT: Additional Credit Cards for the Sheriffs Office

I, and members of my staff, met with the Travis County Auditor, Susan Spataro, regarding the Sheriffs Office request to obtain three (3) additional credit cards. These credit cards, which are separate and distinct from our extradition credit cards, would be subsequently utilized by investigative personnel who could be called into service at a moments notice and remain in service, following up on investigative leads, for what could be extended periods of time. Currently, investigative personnel are forced to purchase all travel related expenses out of their own pocket and seek reimbursement upon their return. The aforementioned credit cards would be issued to the three (3) Bureau Majors. The Majors would be responsible to ensure that the utilization of the credit cards is in keeping with the policies and procedures adopted by your office and approved by the Commissioners Court.

The Command Staff Credit Card will be linked to a sole investigative line item; that being 001-3725-563-7511.

I, along with the Travis County Auditor, recommend that the Sheriffs Office request be granted in regards to the three additional credit cards.

Thank you for your time and attention regarding this matter and please let me know if you have any questions.

Cc: Bonnie Floyd, Assistant Purchasing Agent
Jose Palacios, Chief Assistant County Auditor
Mike Long, Purchasing Assistant III
Mark Sawa, Major, Administration and Support

Travis County Sheriff's Office Escort and Extradition Travel Card Policies

PURPOSE:

To establish policy and procedures, in accordance with the Section 262.011 (l) and approval by the Travis County Commissioners Court per section 262.011(o) of the County Purchasing Act, for all employees of the Travis County Sheriff's Office who use the Escort and Extradition Travel Card.

The card may be only used by an employee of the Travis County Sheriff's Office, who receives prior authorization for its use by the County Purchasing Agent and Fiscal Office.

PROCEDURE:

1. Within the Sheriff's Office, the Fiscal Office shall be responsible for administration of all aspects of the Escort and Extradition Travel Card Program (TCSO Card).
2. The Fiscal Office shall cooperate with the Purchasing Office, County Attorney's Office, and the County Auditor's Office to obtain and maintain a contract covering the TCSO Card.
3. The TCSO Card shall be used by or for Line Deputies returning prisoners, witnesses, and mental health consumers to or from Travis County. Failure to follow these procedures, or abuse of the TCSO Card (including use for items that are not reimbursable under the County's Travel Regulations) may result in disciplinary actions, including termination.
4. After completion of the Statement of Understanding, and if approved in advance by the Purchasing Agent and Chief Deputy, the Fiscal Office may order TCSO Card in the names of:
 - A. Command Staff consisting of the Sheriff, Chief Deputy, Majors, Captains commanding Transport and Crisis Intervention; and
 - B. Line Deputies consisting of Lieutenants, Sergeants, and Officers in Transport and Crisis Intervention as determined by their Captains.
5. The Fiscal Office shall maintain receipts for all TCSO Cards issued. Unless instructed by the Sheriff, Chief Deputy, or Major commanding Administration and Support, the Fiscal Office shall retain TCSO Cards issued to Command Staff in the Fiscal Office safe and Command Staff Members are only provided with their TCSO Card identification numbers.
6. For each trip, the Supervisor shall estimate the ordinary and necessary expenditures to complete the directed travel and shall authorize expenditures using a combination of cash and TCSO Card usage. This estimate shall constitute the Trip Budget and shall be signed by both the traveling officer and the Supervisor.
7. A copy of the Trip Budget is forwarded to the Fiscal Office. If authorized in the Trip Budget, the TCSO Card shall be issued from the safe to the traveling Line Deputy. Cash shall be provided from the Sheriff's Petty Cash Fund in the amount authorized and a receipt obtained. A list of Command Staff emergency telephone numbers shall be provided to the traveling Line Deputy.
8. The Fiscal Office shall verify the dollar limits on the TCSO Card and shall modify those limits to reasonable amounts based on the Trip Budget and potential costs if travel plans cannot be concluded as expected. The Fiscal Office shall retain, in the safe, a Trip File containing the Trip Budget, the receipt, and any other pertinent documents, including the TCSO Card limits in effect.
9. The Line Deputy shall conduct the travel. If an emergency arises that requires expenditures in excess of the Trip Budget, the Line Deputy shall contact a TCSO Card holder from the Command Staff listed in 4.A. and request that the Command Staff member use their assigned TCSO Card Number to authorize the emergency expenditure(s).
10. The Command Staff member shall request that the merchant accept their card number and authorization by telephone. If the merchant refuses, the Command Staff member may authorize the

Travis County Sheriff's Office Escort and Extradition Travel Card Policies

traveling Line Deputy to use their TCSO Card for specific expenditures in specific amounts. The traveling Line Deputy may then use their TCSO Card as authorized.

11. The Command Staff member shall notify the Fiscal Office and the Supervisor, in writing or by e-mail, of the date, time, specific expenditures and specific amounts authorized, at the earliest reasonable time. The Fiscal Office shall file the notification in the Trip File.

12. Upon completion of the trip, the traveling Line Deputy shall present receipts and any remaining cash to their Supervisor and reconcile the Trip Budget. The Supervisor shall collect from the Line Deputy any amounts charged to the TCSO Card that are not allowable expenses under the Travis County travel policy. The Trip Budget, original receipts and other documents are brought to the Fiscal Office as soon as possible but not later than two business days after the conclusion of the trip.

13. The Supervisor shall return the TCSO Card to a safe when the Line Deputy is not on duty that requires the TCSO Card, and shall notify the Fiscal Office that the Card is in a safe. The Fiscal Office shall reduce the TCSO Card limit(s) to a minimum to prevent fraudulent transactions.

14. The Fiscal Office shall reconcile the Trip Budget.

15. If the Trip Budget does not reconcile and/or funds are short, the Fiscal Office shall notify the Supervisor for resolution. The Finance Director shall review the Trip File and provide information to the Chief Deputy as required.

16. The Supervisor shall prepare a Travis County Travel Reimbursement Form and forward it to the Fiscal Office for submission to the County Auditor's Office. The Auditor's Office payment shall reimburse the Petty Cash Fund for payments made in cash. The Fiscal Office shall make copies of all TCSO Card receipts and place them in the Trip Folder for retention in Fiscal Office files. The original receipts shall be placed in a TCSO Card folder in anticipation of a billing.

17. When the TCSO Card billing is received, the Fiscal Office shall reconcile the billing to the Trip Files present. If the reconciliation agrees, the Fiscal Office shall hand deliver all documents necessary for payment to the County Auditor's Office. If the reconciliation does not agree, the Fiscal Office shall notify the Card Company and place in dispute any amounts that are determined to be errors. The Fiscal Office shall hand deliver to the County Auditor's Office an annotated copy of the billing showing amounts in dispute with a request to pay undisputed amounts.

18. TCSO Fiscal Section shall deliver Card billings to the County Auditor's Office within three working days following receipt of the billings. Any interest or fees that attach to the balance due on the Card billings shall be paid by TCSO. The County Auditor's Office will make every effort in the normal course of business to process valid payments within the payment due dates.

19. All funds for the TCSO cards shall be in the appropriated budget balance in account 001-3705-561.63-09, Extradition. TCSO shall monitor this account so that adequate funds are available at all times to pay Card balances.

20. TCSO shall provide a list of all Cards to the County Auditor's Office by the 10th day of each month. This list shall give the employee's name, EIN#, Card number and expiration date for all Cards outstanding during the prior month.

TRAVIS COUNTY
AUDITOR'S OFFICE

SUSAN A. SPATARO, CPA, CMA
COUNTY AUDITOR



TRAVIS COUNTY
NED GRANGER BUILDING
P.O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9125
FAX: (512) 854-9164

MEMORANDUM

TO: Cyd Grimes, Travis County Purchasing Agent
FROM: Susan A. Spataro, Travis County Auditor *SAS*
DATE: July 18, 2011
SUBJECT: Additional Credit Cards for Sheriff's Office

During a meeting with our Office, Greg Hamilton, County Sheriff, requested three (3) additional credit cards, separate from the extradition credit cards to manage travel for the Crime Detective's Travel Division. Due to the nature of their duties and given that officers are required to travel at last minute notice, it is being a hardship for officers to be spending their own monies for this investigative trips and then being reimbursed when they return. The Cards would be issued to three Majors who would be responsible to monitor and ensure the expenditures under these cards are authorized for County related Criminal Detective expenses. It is understood that the receipts for all charges to these new cards would be reconciled and properly authorized prior to disbursing funds to the financial institution. The "Travis County Sheriff's Office Escort and Extradition Travel Card Policies" will have an addendum to cover these new three cards.

As the County Auditor, I would recommend you consider the Sheriff's request for the three additional cards.

Let me know if you any questions.

Cc: Bonnie Floyd, Assistant Purchasing Agent
Jose Palacios, Chief Assistant County Auditor - Disbursements



Travis County Commissioners Court Agenda Request

Meeting Date: March 20, 2012, 9:00 AM, Voting Session

Prepared By/Phone Number: J. Lee Perry/49724; Marvin Brice, CPPB, Assistant Purchasing Agent

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No.10 to Contract No. 10K00250LP, STR Constructors, for Milton Reimers Ranch Park.

- **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 Milton Reimers Ranch Park construction project, a 2,421 acre rural park includes; deceleration lane off of main road, existing park road improvements, development of parking lots, maintenance facility building, restrooms/shower facilities, shade structures, utility improvements, hike/bike and multi-use trails, sidewalks, fencing, park signage, gates and everything related to the infrastructure of the park.
- This Change Order number ten (10) is for the addition of additional erosion control items, adding deck, ramp and electrical service at a new fee booth. It also includes adjusting the quantities on other miscellaneous items. This change order is in the amount of \$130,359.20, and increases the contract amount from \$5,248,104.99 to \$5,378,464.19.
- Change Order number nine (9) for the above contract was for the addition of a Pump Track, increasing roadway quantities, adjusting quantities on a revised water system, as well as for other miscellaneous improvements. This change order is in the amount of \$66,439.94, and increases the contract amount from \$5,181,665.05 to \$5,248,104.99.
- Change Order number eight (8) for the above contract was for the addition of retaining walls, collapsible bollards, directional signs, a primary electrical conduit to Riverview Restroom, relocation of the fee booth (including electrical work), the reduction of quantities regarding

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.

various water well related construction items, as well as other miscellaneous improvements . This Change Order increased the contract by \$15,787.23, from \$5,165,877.82 to \$5,181,665.05.

- Change Order number seven (7) for the above contract was for a Riverview restroom with shelter, two pavilions, adding a bay to the rock climber's shelter, painting interior walls, sealing the floors of all restrooms and other miscellaneous improvements. This Change Order increased the contract by \$539,613.36 from \$4,626,264.46 to \$5,165,877.82.
- Change Order number six (6) for the above contract was for realignment and extension of the proposed trail through a scenic overlook area by the Pedernales River, reducing the number of expensive large diameter trees while keeping the smaller caliper trees, providing a better communication network in the maintenance facility with data wires, changing VCT tiles to stained concrete floor, and adding trench drain by the pavilion to divert storm water runoff and keep the area dry. This Change Order increased the contract by \$98,357.81 from \$4,527,906.60 to \$4,626,264.46.
- Change Order number five (5) for the above contract was for additional length of a stone wall for safety improvements and a 500 gallon liquid propane tank. This Change Order increased the contract by \$72,563.00 from \$4,455,343.60 to \$4,527,906.60.
- Change Order number four (4) for the above contract, was for additional park improvement needs, which included park entrance road, relocation of a parking lot, additional footage of multi-use and hike & bike trail, sealed concrete floor for maintenance building, additional electrical services lines, and other miscellaneous items. This Change Order will increase the contract by \$388,029.03 from \$4,067,314.57 to \$4,455,343.60
- Change Order number three (3) for the above contract, was for adjusting the unit price for the Pedestrian Trail (Item #6) for the addition of clearing and grubbing. This Change Order will increase the contract by \$80,052.50 from \$3,987,262.07 to \$4,067,314.57.
- Change Order number two (2) for the above contract, was for additional drilling of the water well pilot hole. This Change Order will increase the contract by \$11,890.00 from \$3,975,372.07 to \$3,987,262.07.

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.

- Change Order number one (1) for the above contract, was for drilling a water well pilot hole, provide roadway modifications and adjust quantities for the pedestrian trail. This Change Order will increase the contract by \$175,460.89 from \$3,799,911.18 to \$3,975,372.07.
- **Contract Expenditures:** Within the last 12 months \$4,852,413.04 has been spent against this contract/requirement.
- **Contract-Related Information:**
 - Award Amount: \$3,799,911.18
 - Contract Type: Construction
 - Contract Period: Through Completion
- **Contract Modification Information:**
 - Modification Amount: \$130,359.20
 - Modification Type: Construction
 - Modification Period: Through Completion
- **Solicitation-Related Information: N/A**

Solicitations Sent:	Responses Received:
HUB Information:	% HUB Subcontractor:
- **Special Contract Considerations: N/A**
 - Award has been protested; interested parties have been notified.
 - Award is not to the lowest bidder; interested parties have been notified.
 - Comments:
- **Funding Information:**
 - Purchase Requisition in H.T.E.: 553030
 - Funding Account(s): 518-4945-809-8120
 - 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.



LEE
3-5-12
MB

TRANSPORTATION AND NATURAL RESOURCES

STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE, TNR

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

February 5, 2012

MEMORANDUM

TO: Cyd V. Grimes, C.P.M., Purchasing Agent
Marvin Brice, Assistant Purchasing Agent

FROM: Steve Manilla, P.E., County Executive, TNR

SUBJECT: Milton Reimers Ranch Park Construction Chang Order 10, Contract No. 10K00250LP

The following information is provided for your use in preparing a request to Commissioners Court for the approval of Construction Change Order No.10 for the Milton Reimer's Ranch Park project. Please contact me at 854-9429 if you have any question or need further information.

Proposed Motion:

Consider and take appropriate action on a request to approve the Construction Change Order No. 10 for the Milton Reimers Ranch Park project in Precinct Three.

Summary and Staff Recommendations:

Milton Reimers Ranch Park is a voter approved bond project. In August 2006 Travis County entered into a Professional Service Agreement with Land Design Partners, Inc. to do the Master planning and Conservation Development Study for the park. This agreement was modified in November 2007 to include Design, Bidding and Construction Phase services for the recommended park improvements. In August 2010, the construction documents were completed and the construction contract was awarded to STR Constructors, Ltd. through a competitive bidding process. The construction contract amount is \$5,394,499.99 and the amount of this change order is \$130,359.20. Work added in this Change Order #10, includes additional erosion control items, adding deck, ramp and electrical service at new fee booth, adjusting quantities on other miscellaneous items.

Budgetary and Fiscal Impact

Funding for this construction contract is from the 2001 and 2005 bond funds and the Urban Outdoor Recreation Grant from the Texas Parks and Wildlife Department. Sources of funding required for this change order is provided in the following:

Requisition # 553030
Bond Account 518-4945-809-8120, \$130,359.20

ID#6077

Commodity/Sub-commodity – 988/064, \$123,841.24

Commodity/Sub-commodity – 988/098, \$6,517.96

Background:

Milton Reimers Ranch Park is a 2,421 acre rural park located at 23610-B Hamilton Pool Road. Proposed improvements for the park consist of a deceleration lane off Hamilton Pool Road, existing park road improvements, five separate parking lots of various sizes, a maintenance facility building, restrooms/shower facilities, and shade structures. Utility improvements include water, sanitary, and electrical components. Amenities include hike, bike, and multi-use trails, sidewalks, site walls (retaining and free standing walls), fencing (decorative and security), native plants (trees, shrubs, grasses), park signage (monument, interpretive, way finding, identification), entrance sign, vehicular gates and other site amenities. Utility services are to be provided by PEC and SW Bell.

Attachments:

Change Order Form

Change Order Log

CC:

Charles Bergh, Robert Armistead, TNR Parks

Steve Sun, Roger Schuck, TNR Public Works

Cynthia McDonald, Donna Williams-Jones, Tawana Gardner, TNR Financial Services

RECEIVED

MAR - 5 2012

**TRAVIS COUNTY
PURCHASING OFFICE**

Purchase Requisition

Number : 0000553030
 Type : 1 PURCHASE REQUISITION
 Status : AUDITOR APPROVAL
 Reason : 53936 MOD PO#454796 CONT#10K00250LP ATTN: LEE
 By : DONNA WILLIAMS 854-7677
 Date : 2/15/12
 Vendor : 77568 STR CONSTRUCTORS LTD
 Contract nbr :
 Ship to : Z1 TNR ADMIN - 11TH FLR
 Deliver by date : 2/15/12
 Buyer :
 Fiscal year code : C C=Current year, P=Previous year, F=Future year

Type options, press Enter.

5=Display 8=Item extended description

Opt Line#	Quantity	UOM	Description	
1	123841.24	DOL	REIMERS RANCH PARK	CONSTRUCTION
2	6517.96	DOL	REIMER RANCH PARK	5% RETAINAGE

+

COMMENTS EXIST

Total: 130359.20

F3=Exit F7=Alternate view

F9=Print

F10=Approval info F12=Cancel F20=Comments

Fiscal Year 2012

Account Balance Inquiry

08:08:51

Account number . . . : 518-4945-809.81-20
 Fund : 518 PERM IMPROV BONDS 2010
 Department : 49 TNR (TRANS & NATRL RESRC)
 Division : 45 PARK SERVICES
 Activity basic : 80 CAPITAL PROJECTS
 Sub activity : 9 COMM&ECON DEV (PKS & REC)
 Element : 81 CAPITAL OUTLAY
 Object : 20 PURCHD SERV-PARK IMPRVMNT

Project Req'd

Original budget : 0
 Revised budget : 2,344,951 02/21/2012
 Actual expenditures - current . : 118,750.08
 Actual expenditures - ytd . . . : 353,877.49
 Unposted expenditures : .00
 Encumbered amount : 845,188.68
 Unposted encumbrances : .00
 Pre-encumbrance amount : 239,049.20
 Total expenditures & encumbrances: 1,556,865.45 66.4%
 Unencumbered balance : 788,085.55 33.6

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



Travis County Commissioners Court Agenda Request

Meeting Date: March 20, 2012

Prepared By/Phone Number: Jason G. Walker/44562; Marvin Brice, CPPB, Assistant Purchasing Agent

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No. 5, an Assignment of Contract No. 10T00154JW from Go Green Squads, to Go Green Squads, LLC.

➤ **Purchasing Recommendation and Comments:**

- Travis County and Go Green Squads entered into a contract on May 4, 2010 for as-needed Weatherization Services. These services were funded by the American Recovery and Reinvestment Act (ARRA), as a result of Travis County's grant contract with Texas Department of Housing and Community Affairs (TDHCA), number 16090000680.
- This modification number five (5) is for an Assignment of Contract from Go Green Squads to Go Green Squads, LLC. Go Green Squads, LLC has no changes to make to this contract, rather, just a re-assignment of the exact contract that Travis County had with Go Green Squads.
- Modification number four (4) renewed the contract term through March 21, 2012, as well as modified the contract to allow payment for "no final inspection jobs".
- Modification number three (3) modified Attachment A Rates Continued to include several different items, changed the price for several items, and changed the description of several different items.
- Modification number two (2) modified Attachment A Rates Continued, to include several different items.

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 OF CONTRACT NUMBER: 10T00154JW, WEATHERIZATION SERVICES PAGE 1 OF 2 PAGES

SERVICES

ISSUED BY: PURCHASING OFFICE 700 LAVACA ST., SUITE 800 AUSTIN, TX 78701	PURCHASING AGENT ASST: Jason G. Walker TEL NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: March 5, 2012
ISSUED TO: Go Green Squads 1206 E. Live Oak St. Austin, TX 78704	MODIFICATION NO.: 5	EXECUTED DATE OF ORIGINAL CONTRACT: May 4, 2010
ORIGINAL CONTRACT TERM DATES: 5/4/10 - 3/21/12		CURRENT CONTRACT TERM DATES: 10/1/11 - 3/21/12

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: As-needed basis Current Modified Amount As-needed basis.

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

1.) Pursuant to the attached Assignment of Contract, Attachment 1, the Contractor's name on Contract No. 10T00154JW is changed as follows:

From: Go Green Squads
1206 E. Live Oak St.
Austin, TX 78704

Susan Meredith
Signature

Susan Meredith
Printed Name

To: Go Green Squads, LLC
1206 E. Live Oak St.
Austin, TX 78704

Susan Meredith
Signature

Susan Meredith
Printed Name

DRAFT

Note to Vendor:

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

LEGAL BUSINESS NAME: <u>Go Green Squads LLC</u>	<input type="checkbox"/> DBA
BY: <i>Susan Meredith</i> SIGNATURE	<input checked="" type="checkbox"/> CORPORATION
BY: <u>Susan Meredith</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>CEO</u> ITS DULY AUTHORIZED AGENT	DATE: <u>3/17/12</u>
TRAVIS COUNTY, TEXAS BY: <i>YB</i> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE:
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:

ASSIGNMENT OF CONTRACT

The parties to this Assignment of Contract (this "Assignment") are GO GREEN SQUADS, a corporation duly authorized and operating under the laws of the State of Texas ("Assignor"), and GO GREEN SQUADS, LLC, a corporation duly authorized and operating under the laws of the State of Delaware ("Assignee").

RECITALS:

- A. Travis County and GO GREEN SQUADS entered into a written Contract for Weatherization Services, (Contract No.10T00154JW) on May 4, 2010 which is hereby incorporated by reference herein for all purposes as if fully copied and set forth herein at length, (the "Contract"); and
- B. Assignor desires by this Assignment to assign all of its right, title and interest in and to the Contract to Assignee subject to the terms of the Contract and this Assignment.

TERMS:

In consideration of the mutual agreements set forth in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Assignor assigns, transfers and conveys to Assignee all of its right, title and interest in and to the Contract as of 3/7/12 (the "Effective Date of Assignment").
- 2. Assignee accepts such assignment, and assumes and is bound by and shall perform all terms, conditions, covenants, obligations, and duties of Assignor under the Contract as of the Effective Date of Assignment.
- 3. Assignor and Assignee acknowledge that nothing in this Assignment waives or modifies any of the provisions of the Contract.
- 4. The provisions of this Assignment are binding on and inure to the benefit of the heirs, representatives, successors and assigns of the parties.
- 5. This Assignment shall be construed and enforced in accordance with the laws of the State of Texas. Venue for any action arising hereunder or connected herewith shall lie exclusively in Travis County, Texas.
- 6. All references in this Assignment to the Contract encompass the original Contract.

ASSIGNOR:

GO GREEN SQUADS

By: Susan Meredith
 Printed Name: Susan Meredith
 Title & Date: CEO 3/7/12
 Attest: [Signature]
 Date: 03/07/12

ASSIGNEE:

GO GREEN SQUADS, LLC

By: Susan Meredith
 Printed Name: Susan Meredith
 Title & Date: CEO 3/7/12
 Attest: [Signature]
 Date: 03/07/12

Travis County consents to this assignment of the Contract from GO GREEN SQUADS to GO GREEN SQUADS, LLC

TRAVIS COUNTY, TEXAS

By: _____
 Samuel T. Biscoe
 Travis County Judge

Date: _____





Travis County Commissioners Court Agenda Request

Meeting Date: March 20, 2012

Prepared By/Phone Number: Scott Wilson/854-1182

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Sole Source Exemption and Contract Award with LexisNexis for Online Research Services.

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

The Travis County Purchasing Agent recommends approval of the Sole Source Exemption and contract award to LexisNexis. These purchases from LexisNexis constitute a Sole Source Exemption under the Local Government Code Section 262.024 (a) (7) (A) for which competition is precluded because the material accessed through the online research services is proprietary and protected by copy rights. This material is important for various Travis County employees and Library Staff to perform their professional duties.

The cost for the first year will be \$6,881, which is prorated for the remaining seven (7) months of the fiscal year and the cost for the remaining four (4) years is \$11,796 per year.

- **Contract Expenditures:** Within the last 12 months \$101,424 has been spent against this contract county-wide.
- **Contract-Related Information:**
 - Award Amount: 54,065
 - Contract Type: Purchase/Maintenance
 - Contract Period: March 1, 2012 through September 30, 2016

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.

➤ **Funding Information:**

- Purchase Requisition in H.T.E.: 554646 (prorated for the remaining seven (7) months of the fiscal year)
- Funding Account(s): 011-5740-555-6099, 011-5741-555-6099
- 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.

**ORDER EXEMPTING
PURCHASE OF ONLINE RESEARCH SERVICES FROM LEXISNEXIS FOR
LEGAL RESEARCH FOM THE REQUIREMENTS OF THE COUNTY
PURCHASING ACT**

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

WHEREAS, based on the evidence presented, the Commissioners Court of Travis County, Texas finds that there is only one source available, because the materials accessed through this online research service are protected by copyrights.

NOW, THEREFORE, the Commissioners Court of Travis County, Texas hereby orders that the purchase of online research services from LexisNexis for legal research are exempt from the requirements of the County Purchasing Act because the materials accessed through online research services are protected by copyrights.

Signed and entered this ____ day of _____, 2012.

Samuel T. Biscoe, County Judge
Travis County, Texas

Ron Davis
Commissioner, Precinct 1

Sarah Eckhardt
Commissioner, Precinct 2

Karen L. Huber
Commissioner, Precinct 3

Margaret Gomez
Commissioner, Precinct 4

March 8, 2012

TO: Commissioners Court
Travis County, Texas

SOLE SOURCE PURCHASE FROM LEXISNEXIS
OF ONLINE RESEARCH SERVICES FOR LEGAL RESEARCH

I certify that the purchase of online research services from LexisNexis for legal research for Travis County Law Library constitutes a sole source exemption pursuant to V.T.C.A. Local Government Code 262.024 (a) (7) (A) for which competition is precluded, because the materials accessed through online research services are protected by copyrights.

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

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

APPROVED () DISAPPROVED ()

BY COMMISSIONERS COURT ON

(DATE)

(COUNTY JUDGE)



MEMORANDUM

Travis County RMCR
Records Management
& Communication
Resources

700 Lavaca, Suite 312
P.O. Box 1748
Austin, TX 78767

512.854.9575
Fax: 512.854.4560

Services:

Travis County Archives
512.854.4675
Fax: 854.4560

Imaging Lab
512.854.9081
Fax: 854.4560

Information Booth
512.854.9000
Fax: 854.9887

Law Libraries
512.854.8877
Fax: 512.854.9887

Legal Self-Help Center
512.854.9019
Fax: 854.9082

Media Services/TCTV-17
TravisCountyTV.org
512.854.9503
Fax: 854.4560

Mail Services
512.854.9528
Fax: 854.4560

Offsite Storage
512.854.5865
Fax: 854.9062

Print Shop
512.854.9104
Fax: 854.9105

To: Scott Wilson, Purchasing Agent Assistant IV

From: *SB* Steven Broberg, Director of RMCR

Date: February 23, 2012

Re: Lexis Online Patron Access Contract Sole Source Memo

Thank you for your work on the Lexis Online Patron Access Contract.

With this contract, Law Library computer users will continue to have access to Lexis' legal research databases.

The Lexis legal research databases contain copyrighted materials available only from Lexis Publishing.



February 29, 2012

Scott Wilson, CPPB
Purchasing Agent Assistant
Travis County Purchasing Office
700 Lavaca, Suite 800
Austin, TX 78701

Dear Mr. Wilson:

LexisNexis is the sole source provider of many Texas and nationwide legal content and features accessible in your online research materials for library patrons. Examples include the following:

- All Matthew Bender analytical materials are exclusive to LexisNexis, including the following:
 - Dorsaneo Texas Litigation Guide
 - Texas Transaction Guide
 - Texas Criminal Practice Guide
 - Texas Civil Trial Guide
 - Texas Family Law Practice & Procedure
 - Texas Real Estate Guide
- *Shepard's Citations Service* is exclusive to LexisNexis. *Shepard's* gives the full spectrum of editorial analysis to describe what the citing court is saying about your case. Our closest competitor's citator provides only negative analysis.
- LexisNexis provides 53% more cases nationwide with both summaries and headnotes in the last 20 years than our closest competitor.
- LexisNexis offers the largest, most comprehensive collection of Texas case law summaries, including 92% more than our closest competitor in the last 20 years.
- Up-to-date U.S. Code, typically ahead of our closest competitor in incorporating major federal legislation.
- Official statutes, administrative codes, registers and case law in 28 jurisdictions nationwide.

Sincerely,

A handwritten signature in black ink that reads "Yvette V. Cleveland". The signature is written in a cursive, flowing style.

Yvette Cleveland
LexisNexis Account Manager

GM200I13

TRAVIS COUNTY

3/09/12

Fiscal Year 2012

Account Balance Inquiry

13:31:28

Account number : 11-5740-555.60-99
Fund : 011 LAW LIBRARY FUND
Department : 57 RECORDS MANG & COMM RESRC
Division : 40 LAW LIBRARY (Civil Just)
Activity basic : 55 JUSTICE SYSTEM
Sub activity : 5 LAW LIBRARY
Element : 60 OTHER PURCHASED SERVICES
Object : 99 OTHER PURCHASED SERVICES

Original budget : 84,459
Revised budget : 88,699 10/01/2011
Actual expenditures - current . . : .00
Actual expenditures - ytd : 27,929.80
Unposted expenditures : .00
Encumbered amount : 1,257.20
Unposted encumbrances : .00
Pre-encumbrance amount : 4,128.60
Total expenditures & encumbrances: 33,315.60 37.6%
Unencumbered balance : 55,383.40 62.4

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

Account Balance Inquiry

Account number : 11-5741-555.60-99
Fund : 011 LAW LIBRARY FUND
Department : 57 RECORDS MANG & COMM RESRC
Division : 41 LAW LIBRARY (Crim Just)
Activity basic : 55 JUSTICE SYSTEM
Sub activity : 5 LAW LIBRARY
Element : 60 OTHER PURCHASED SERVICES
Object : 99 OTHER PURCHASED SERVICES

Original budget : 33,325
Revised budget : 35,142 10/01/2011
Actual expenditures - current . . : .00
Actual expenditures - ytd : 11,644.80
Unposted expenditures : .00
Encumbered amount : 538.80
Unposted encumbrances : .00
Pre-encumbrance amount : 1,769.40
Total expenditures & encumbrances: 13,953.00 39.7%
Unencumbered balance : 21,189.00 60.3

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



**SUBSCRIPTION PLAN AMENDMENT
FOR PATRON ACCESS
(Electronic Consent – Option Version)**

"Subscriber": Travis County

"LN": LexisNexis, a division of Reed Elsevier Inc.

This Subscription Plan Amendment ("Amendment") amends and supplements the terms of the Subscription Agreement either previously entered into or executed simultaneously herewith between LN and Travis County, a political subdivision of the State of Texas ("County" or "Subscriber") (the "Agreement"). This Amendment is expressly made a part of the Agreement for all purposes.

1. TERM

The term of this Amendment will begin (a) on the date Subscriber's billing account (a "Billgroup") is activated ("Activation") if Subscriber is a new LN customer, or (b) subject to Section 5, on the first day of the calendar month immediately following the execution of this Amendment and delivery of it to LN if Subscriber is an existing LN customer, and will continue until the last day of the final Commitment Period referenced in Section 4.1 (the "Term").

2. AUTHORIZED USERS; LOCATION

This Amendment relates only to the Subscriber's Billgroups and locations (the "Participating Billgroups") set forth below and the Authorized Users under the Participating Billgroups. "Authorized User" shall have the meaning set forth in the Agreement. In addition, the librarian will provide patrons access to the Preferred Pricing Materials (defined below). All access shall be limited to patrons using terminals (up to the specified number) at the location(s) listed below. Non-patrons of the library and inmates are prohibited from receiving access to and use of the Online Services under this Amendment. Remote access (e.g., via dial-up or other remote connection) is strictly prohibited. Subscriber is obligated to use best efforts to ensure that identification numbers are not disclosed to the patrons or other third parties.

PARTICIPATING BILLGROUP #	LOCATION (ADDRESS, CITY AND STATE)	# OF TERMINALS
116SMX	314 W 11 th , Ste 140, Austin TX	2

3. MONTHLY SUBSCRIPTION CHARGE

During the Term, the Monthly Subscription Charge in Section 3 of the then-current applicable price schedule (the "Price Schedule") will be waived.

4. PREFERRED PRICING MATERIALS AND CHARGES

4.1 In consideration of Subscriber's payment to LN of the monthly commitment amounts specified below (the "Monthly Commitment"), and subject to Section 4.3 below, the Participating Billgroups will be provided access to and use of certain Materials, products, services and features, identified below by source/menu number (the "Preferred Pricing Materials"), available in the *lexis.com*SM service or the LN Online Services accessed via proprietary software (the "Classic Online Services"). At no additional charge, the Participating Billgroups may do offline printing and online printing of the Preferred Pricing Materials. If your subscription includes Research Advantage, then your access to and use of Research Advantage shall be subject to and governed by the additional terms and conditions set forth in the software media at the time of its installation.

PREFERRED PRICING MATERIALS	SOURCE/MENU NUMBER	SHEPARDS
(a) National Primary Law	CDP000	Full
(b) Texas Matthew Bender	MTTX00	
(c)		
(d)		
(e)		

	COMMITMENT PERIOD(S)	MONTHLY COMMITMENT
Beginning	3/1/2012 to 9/30/2012	\$ 983
Beginning	10/1/2012 to 9/30/2013	\$ 983
Beginning	10/1/2013 to 9/30/2014	\$ 983
Beginning	10/1/2014 to 9/30/2015	\$ 983
Beginning	10/1/2015 to 9/30/2016	\$ 983

4.2 The Monthly Commitment may include a multi-media discount based on Subscriber's current print and/or CD-ROM subscriptions. In the event Subscriber discontinues any of its existing print or CD-ROM subscriptions, LN reserves the right to eliminate the multi-media discount and increase the Monthly Commitment.

4.3 During the Term, LN will review Subscriber's actual monthly use of the Preferred Pricing Materials calculated in accordance with the Price Schedule ("Actual Use"). In the event the Actual Use exceeds 15 times the Monthly Commitment for three consecutive months, LN reserves the right to increase the Monthly Commitment upon 30 days prior written notice to Subscriber. In the event of an increase pursuant to this Section 4.3, Subscriber's sole and exclusive remedy shall be termination of this Amendment upon 10 days prior written notice to LN. Subscriber must exercise the foregoing right of termination within 90 days of receipt of such notice of increase.

4.4 During the Term, the Monthly Commitment will be billed in lieu of the Information Charges specified in Section 1 of the Price Schedule for all access to and use of the Preferred Pricing Materials.

4.5 In exchange for the favorable pricing set forth in this Amendment, during the Term Subscriber agrees to maintain print, CD-ROM or similar products currently licensed to or provided to Subscriber by LN or its affiliated companies, or Subscriber must maintain an equivalent spending level for those products. If Subscriber's print, CD-ROM or similar products are not maintained or the spending level for those products declines, LN reserves the right to adjust the amounts payable under this Amendment upon at least 30 days prior written notice to Subscriber.

4.6 LN will issue identification numbers to Subscriber for purposes of providing access to and use of the Preferred Pricing Materials by its patrons who agree electronically to abide by the terms and conditions of use for the LexisNexis Services. Subscriber will make available to each patron of the library the ability to agree to the LN terms and conditions via Subscriber's custom web page.

4.7 Subscriber shall set-up its system to require each patron to scroll through screens as designated by LN from time to time, which screens shall include the "Terms and Conditions of use for the LexisNexis Services". There must be an "Accept" button following the terms and conditions, which the patron must activate before having access to the Preferred Pricing Materials. If the patron clicks on "Do Not Accept", "Cancel" or otherwise fails to click "Accept", then the patron shall not have access to the Preferred Pricing Materials. Subscriber shall notify LN in advance of implementation of its electronic system and provide LN with a demonstration of its operation. Subscriber will make any adjustments to its electronic system, as required by LN, if it does not meet the above requirements.

5. CLOSED OFFER

The offer of LN contained herein is valid until December 31, 2011. In order to implement this Amendment by the first day of a calendar month, LN must receive this signed Amendment by the 20th day of the preceding month.

6. CONFIDENTIAL INFORMATION

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 6 will survive the termination or expiration of this Amendment.

7. MISCELLANEOUS

7.1 During the Term, use by and charges to the Participating Billgroups will not be eligible for other discounts or aggregation with the use of or charges for other billgroups.

7.2 During the Term, Subscriber may not terminate the Agreement or this Amendment except as provided therein. This Amendment may be terminated by Subscriber on the last day of any Commitment Period upon at least 90 days prior written notice to LN. This Amendment may also be terminated by Subscriber on 10 days prior written notice to LN in the event of any increase in the Monthly Commitment, excluding any increases listed in Section 4.1. To be effective, notice of termination pursuant to the preceding sentence must be given within 90 days of the increase.

7.3 UPON TERMINATION OR EXPIRATION OF THIS AMENDMENT, CONTINUED USE OF THE ONLINE SERVICES BY SUBSCRIBER IS GOVERNED BY THE AGREEMENT AND WILL BE BILLED IN ACCORDANCE WITH THE PRICE SCHEDULE.

7.4 All capitalized terms not defined herein will have the meanings ascribed to them in the Agreement, including the Price Schedule.

7.5 Subscriber's contact and technical information is set forth in the attached Schedule I.7.6 Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistencies between the Agreement and this Amendment, this Amendment will control.

AGREED TO AND ACCEPTED BY:

TRAVIS COUNTY

SUBSCRIBER

BY: _____

NAME: _____

TITLE: _____

DATE: _____

LexisNexis, a division of Reed Elsevier Inc.

BY:  _____

NAME: **Derek M. Francis**

TITLE: **Pricing Analyst**

DATE: **3/1/12**

SCHEDULE I

LN requires accurate IP information from the library to establish a connection to the Patron Access site (www.lexisnexis.com/patronaccess). The technical contact at the library will need to set up static IP addresses on the patron access machines. Remember, there is a **6 terminal limit** for Patron Access.

Information needed to set up Patron Access:

1. Law Library Name:

Travis County Law Library

2. Name of Technical Contact at Law Library

Lisa Rush

3. Phone Number, email and availability of Technical Contact at Library

Number of terminals in contract: 2

For **each** Patron Access terminal:

1. Static IP address
2. LexisNexis at www.lexis.com ID
3. LexisNexis at www.lexis.com password

Terminal 1 Static IP Address: _____ ID: _____ Password: _____	Terminal 4 Static IP Address: _____ ID: _____ Password: _____
Terminal 2 Static IP Address: _____ ID: _____ Password: _____	Terminal 5 Static IP Address: _____ ID: _____ Password: _____
Terminal 3 Static IP Address: _____ ID: _____ Password: _____	Terminal 6 Static IP Address: _____ ID: _____ Password: _____

LexisNexis® SUBSCRIPTION AGREEMENT AND ORDER FORM STATE/LOCAL GOVERNMENT PER SEARCH PRICING EFFECTIVE DECEMBER 1, 2011



You may subscribe to the Online Services by agreeing to abide by the General Terms and Conditions and the Price Schedule attached hereto and incorporated herein, as Exhibits A and B, respectively. The General Terms and Conditions and the Subscription Plan Amendment for Patron Access (together with any attachments or exhibits attached thereto) represent the entire agreement for access to and use of the Online Services. Your subscription is subject to acceptance by LexisNexis, which acceptance shall be evidenced by issuing one or more identification numbers to access the Online Services.

Travis County
SUBSCRIBER

BY: _____
(AUTHORIZED SUBSCRIBER SIGNATURE)

NAME: _____

TITLE: _____

DATE: _____

CUSTOMER INFORMATION (Please type or print):

1. Organization Name (Full Legal Name): TRAVIS COUNTY
2. Physical Address: 314 W 11TH ST STE 140
City: AUSTIN State: TX Zip: 78701
3. County: TRAVIS
4. Country: USA
5. Telephone Number: 512-854-9290
6. Telecopier Number: _____
7. Invoice Address (if different than 2) PO BOX 1748
8. Name of Contact, Telephone Number and Email Address for the following:

Installation: <u>LISA RUSH</u>	<u>512-854-9290</u>
Billing: <u>LISA RUSH</u>	<u>512-854-9290</u>
Policy/Legal Notification: <u>LISA RUSH</u>	<u>512-854-9290</u>
Scheduling/Training: <u>LISA RUSH</u>	<u>512-854-9290</u>
9. Parent Company (if applicable): _____
10. Type of Organization (Check/complete all that apply):

<input type="checkbox"/> Publicly Traded Company:	Ticker Symbol: _____	Exchange: _____
<input type="checkbox"/> Private Corporation:	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership/LLC
<input type="checkbox"/> Law Firm:	No. of Attorneys: _____	Practicing Area of Law: _____
No. of Employees: _____	No. of years in business: _____	No. of years at address: _____

If less than 6 months at an address, provide previous address: _____
11. Business/Professional License No: _____
12. Employer Identification Number: _____
13. Date Issued/Expiration Date: _____
14. Issuing State: _____
15. Dun & Bradstreet No. or Martindale-Hubbell Rating: _____
16. Tax Exempt: Yes (attach Sales Tax Exemption Certificate) No
17. Organization Web Address: _____

Customer I.D. Information (Please type or print)

ID Holders' Names (additional sheet attached <input type="checkbox"/>)	ID Holders' Titles/Positions	ID No. (LN to fill in)

EXHIBIT A TO LexisNexis® SUBSCRIPTION AGREEMENT
General Terms and Conditions
State/Local Government Per Search Pricing
December 1, 2011

The terms and conditions listed below govern use of the online services (the "Online Services") and materials available therein ("Materials") provided by LexisNexis, a division of Reed Elsevier Inc. and its affiliated companies (collectively "LN"). The terms "you" and "your" in uppercase or lowercase shall mean the entity (e.g., company, corporation, partnership, sole proprietor, etc.) or government agency entering into a Subscription Agreement with LN. The "Subscription Agreement" shall consist of these General Terms and Conditions, and the standard, transactional rates applicable to you (the "Price Schedule"), together with the terms and conditions of any amendments to the Subscription Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE

1.1 You and your Authorized Users (defined below in Section 2.1) are granted a nonexclusive, nontransferable, limited right to access and use for research purposes the Online Services and Materials made available to you. The rights granted to each Authorized User are as follows:

(a) The right to electronically display Materials retrieved from the Online Services for the Authorized User's individual use (e.g., no Authorized User may network others via LANs, WANs, intranets or the Internet), subject to the Supplemental Terms for Specific Materials ("Supplemental Terms"). Notwithstanding the foregoing, an Authorized User may display a de minimis amount of the Materials on an incidental, infrequent basis for non-commercial purposes to other Authorized Users so long as the Authorized Users are in the same physical location and the mode of display is not through the Internet, an intranet or other types of networking communication like LANs or WANs;

(b) The right to email, fax, download or make printouts using the commands of the Online Services and the right to create a single printout of Materials accessed or downloaded by any other means (collectively, "Authorized Printouts");

(c) With respect to Materials that are court cases, court rules, court briefs, agency-issued documents, agency regulations or executive branch materials from the United States, its states, local governments, or territories (collectively, "Authorized Legal Materials"), the right to download using the commands of the Online Services and store in machine-readable form, primarily for that Authorized User's exclusive use, a single copy of insubstantial portions of those Authorized Legal Materials included in any individually searchable file or content source in the Online Services to the extent the storage of those Authorized Legal Materials is not further limited or prohibited by the Supplemental Terms. The storage may continue so long as the Authorized Legal Materials are needed for purposes contemplated under this Subscription Agreement;

(d) With respect to all Materials other than Authorized Legal Materials, the right to download using the commands of the Online Services and store in machine-readable form for no more than 90 days, primarily for that Authorized User's exclusive use, a single copy of insubstantial portions of those Materials included in any individually searchable file or content source in the Online Services, to the extent the storage of those Materials is not further limited or prohibited by the Supplemental Terms;

(e) Notwithstanding anything to the contrary herein, the right to (1) excerpt or quote insubstantial portions of Materials in documents prepared in the ordinary course of your business to the extent permitted by applicable copyright law; (2) distribute Authorized Printouts to persons who are not Authorized Users (including by emailing through the functionality of the Online Services) on an occasional, infrequent basis as permitted by applicable copyright law; and (3) store Materials for periods in excess of the periods set forth above to the extent required for legal or regulatory compliance provided all other Materials are purged promptly upon the expiration of this Subscription Agreement; and

(f) For the avoidance of doubt, downloading and storing Materials in an archival database is prohibited. The Online Services and the Materials are protected by copyright, intellectual property laws, and other laws that prevent unauthorized access and use. If you are not an Authorized User, you are not permitted to access or use the Online Services for any purpose whatsoever. If you nevertheless access and use the Online Services or Materials without authorization, your access and use will be governed by these General Terms and Conditions and you may be liable to LN for any breach of the General Terms and Conditions as well as for unauthorized access and payment for use at the rates in the applicable Price Schedule.

1.2 To the extent permitted by applicable copyright law and not further limited or prohibited by the Supplemental Terms, you and your Authorized Users may make copies of Authorized Printouts and distribute Authorized Printouts and copies.

1.3 Except as specifically provided in Sections 1.1 and 1.2, you and your Authorized Users are prohibited from downloading, emailing, faxing, storing, reproducing, transmitting, displaying, copying, distributing, or using Materials retrieved from the Online Services. You may not exploit the goodwill of LN, including its trademarks, service marks, or logos without the express written consent of LN. Additionally, under no circumstances may you or any Authorized User offer any part of the Online Services or Materials for commercial resale or commercial redistribution in any medium or use the Online Services or the Materials to compete with the business of LN.

1.4 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and Materials in any medium belongs to LN or its third party suppliers of Materials. Neither you nor your Authorized Users acquire any proprietary interest in the Online

Services, Materials, or copies thereof, except the limited rights granted herein.

1.5 Neither you nor your Authorized Users may use the Online Services or Materials in any fashion that infringes the intellectual property rights or proprietary interests of LN or any third party. Your use of the Online Services and Materials must comply with all applicable laws, rules or regulations.

1.6 Neither you nor your Authorized Users may remove or obscure the copyright notice or other notices contained in Materials.

1.7 Neither you nor your Authorized Users may use information included in the Online Services or Materials to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.

1.8 Other provisions that govern use of the Materials are set forth in the applicable Price Schedule, amendments to this Agreement, and any attachments or exhibits to this Agreement, the Supplemental Terms, online descriptions of files, online notices following source selection, and individual documents retrieved from the Online Services (collectively, the "Additional Terms"), all of which are incorporated by reference into this Subscription Agreement. For purposes of clarification, electronic notices referred to in Sections 1.8 and 5.3 of the General Terms and Conditions to the Agreement, shall refer to automatic notices that are displayed upon selection of certain files or embedded in individual documents. By way of example, see Rider 1 attached hereto and incorporated herein.

2. ACCESS TO SERVICES

2.1 Only your employees, temporary employees, students, partners/members, and contractors dedicated to performing work exclusively for you (to the extent those categories of persons are appropriate to your situation) are eligible to access and use the Online Services and Materials ("Eligible Persons"). Without limitation, external professional service providers such as attorneys, accountants, outsourcers and public relations firms are specifically excluded from being Eligible Persons. The term "Authorized User" means an Eligible Person whom you have identified to LN for purposes of issuing an LN ID. You agree that each LN ID may only be used by the Authorized User to whom LN assigns it and that the LN ID may not be shared with or used by any other person, including other Authorized Users. You will manage your roster of Authorized Users and will promptly notify LN to deactivate an Authorized User's LN ID if the Authorized User is no longer an Eligible Person or you otherwise wish to terminate the Authorized User's access to the Online Services. You are responsible for all use of the Online Services accessed with LN IDs issued to your Authorized Users, including associated charges, whether by Authorized Users or others. You will use reasonable commercial efforts to prevent unauthorized use of LN IDs assigned to your Authorized Users and will promptly notify LN, in writing, if you suspect that an LN ID is lost, stolen, compromised, or misused.

2.2 Use of the Online Services via mechanical, programmatic, robotic, scripted or any other automated means is strictly prohibited. Unless otherwise agreed to by LN in writing, use of

the Online Services is permitted only via manually conducted, discrete, individual search and retrieval activities.

2.3 To comply with local privacy, data protection and other laws, each LN ID is country specific and may not be used outside the country for which it is issued, except for short periods not to exceed 30 continuous days. If LN reasonably suspects use of an LN ID outside the country of issue for a period in excess of 30 continuous days, LN may suspend the LN ID or require you to use and pay for an LN ID for the relevant country. On request, LN will issue a geographically compliant LN ID.

2.4 The Online Services, Materials, and feature functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by LN without notice.

2.5 Subject to Section 2.4 above, the Online Services may contain a feature that will allow your Authorized Users to create work folders or work spaces ("Folders") from within research sessions that are associated solely with their respective LN IDs. The Folders are designed to allow your Authorized Users to save copies of Materials made available by LN, as well as links to materials made available on the Internet or other documents that you or your Authorized Users' own or otherwise have the right to upload to Folders. Applicable charges for the Folders are listed in the Price Schedule. LN represents and warrants that: (a) the Folders will be under the exclusive control of your Authorized Users; and (b) LN will not access or otherwise review the content of Folders without your authorization. Notwithstanding the foregoing, LN may access or disclose the content of Folders to the extent necessary to facilitate features and functions of the Online Services and to comply with contractual and legal obligations including, but not limited to, an administrative or judicial proceeding. Authorized Users are solely responsible for the content of their respective Folders. You represent and warrant that the Authorized Users have the right and authority to upload any and all content to the Folders that is not provided by LN. Authorized Users are prohibited from uploading content to the Folders that is defamatory, libelous, pornographic or obscene, unless such content is reasonably related to professional responsibilities. In addition, Authorized Users are strictly prohibited from uploading content to the Folders that is unlawful or that is considered protected health information under the Health Accountability and Portability Protection Act of 1996 (HIPAA) or the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH). To the extent permitted under applicable law, you agree to indemnify, defend, and hold LN harmless for any and all claims, damages, costs, fines and expenses that LN may incur as a result of you or your Authorized Users' use of the Folders or any content uploaded to the Folders, excluding LN Materials. Authorized Users are solely responsible for securing or saving the content of their respective Folders before the expiration or termination of this Subscription Agreement, if desired. LN has no obligation to provide the content of Folders to you or your Authorized Users after the termination of this Subscription Agreement. All LN Materials contained in Folders remain subject to the storage limitations and other license terms and restrictions set forth in this Subscription Agreement.

3. LIMITED WARRANTY

3.1 LN represents and warrants that it has the right and authority to make the Online Services and Materials available

to you and your Authorized Users as authorized expressly by this Subscription Agreement.

3.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 3.1, THE ONLINE SERVICES AND MATERIALS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND LN AND EACH THIRD PARTY SUPPLIER OF MATERIALS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. LIMITATION OF LIABILITY

4.1 A Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or any Materials available or not included therein, (b) the unavailability or interruption of the Online Service or any features thereof or any Materials, (c) your or an Authorized User's use of the Online Services or Materials, (d) the loss or corruption of any data or equipment in connection with the Online Services, (e) the content, accuracy, or completeness of Materials, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.

4.2 "Covered Party" means (a) LN and any officer, director, employee, subcontractor, agent, successor, or assign of LN; and (b) each third party supplier of Materials, third party alliance entities, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of Materials or third party alliance entity or any of their affiliates.

4.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR MATERIALS OR THIS SUBSCRIPTION AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.

4.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, MATERIALS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR AUTHORIZED USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO LN OR ITS THIRD PARTY SUPPLIERS.

4.5 Notwithstanding anything to the contrary in this Section 4: (a) If there is a breach of the warranty in Section 3.1 above, then LN at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or Materials, asserted against you by such third party provided: (i) all use of the Online Services and Materials was in accordance with this Subscription Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or Materials with or into other products or applications not approved by LN; (iii) you give LN prompt notice of any such claim; and (iv) you give LN the right to control and direct the investigation, defense and settlement of each such claim. You, at LN's expense, shall reasonably cooperate with LN in connection with the foregoing.

(b) In addition to Section 4.5(a), if the Online Services or the operation thereof become, or in the opinion of LN are likely to become, the subject of a claim of infringement, LN may, at its option and expense, either: (i) procure for you the right to continue using the Online Services, (ii) replace or modify the Online Services so that they become non-infringing, or (iii) terminate this Subscription Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

(c) The provisions of Sections 4.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

5. MISCELLANEOUS

5.1 These General Terms and Conditions, including the Additional Terms may be changed from time to time as described below or by written agreement. Charges and payment terms may be changed in accordance with the terms of your Price Schedule; all other provisions may be changed by LN immediately upon notice to you. If any changes are made to this Subscription Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Authorized Users but will apply to all similarly situated LN customers using the Online Services. You may terminate this Subscription Agreement upon written notice to LN if any change to these General Terms and Conditions is unacceptable to you. For termination to be effective under this Section 5.1, written notice of termination must be provided to LN within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change but does not affect the foregoing termination right. Except as provided above, this Subscription Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this Subscription Agreement may not be supplemented, modified or otherwise revised by email exchange even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.

5.2 You or LN may terminate this Subscription Agreement at any time in accordance with this Section 5.2. The effective date of termination shall be 10 days after the receipt of written notice of termination, unless a later date is specified in the notice.

(1) Termination for Default. Failure by either County or LN to perform any of its material obligations under the Agreement shall constitute a breach of Agreement. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why the Agreement should not be terminated for default. Commissioner's Court may take whatever action as its interest may appear, resulting from such notice. All notices for corrective action, breach, default or show cause, shall be issued by the Purchasing Agent or County Attorney only and all replies shall be made in writing to the Purchasing Agent at the address provided herein. Notices issued by or to anyone other than the Purchasing Agent or County Attorney shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of the Agreement in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to LN. In the event of Termination for Default, County shall not be liable for loss of any profits anticipated to be made hereunder.

(2) Termination for Convenience. County reserves the right to terminate the Agreement upon thirty (30) calendar days written notice for any reason deemed by Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. In the event of such termination County shall not be liable for loss of any profits anticipated to be made hereunder.

5.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by LN. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to LN should be sent to LexisNexis, Attn: Chief Legal Officer, 9443 Springboro Pike, Miamisburg, OH 45342.

5.4 The waiver of a breach of any term or condition of this Agreement is not a waiver of a subsequent breach of that term or condition, or a breach or subsequent breach of any other term of condition. No official, agent, employee, or representative of County may waive any breach of any term of condition of the Agreement unless expressly granted that specific authority by Commissioners Court. All rights of County under the Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in the Agreement shall not preclude the exercise of any other right or remedy under the Agreement or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

5.5 Neither LN nor any Authorized User may assign its rights or delegate its duties under this Subscription Agreement without the prior written consent of the other party, which

consent shall not be unreasonably withheld. NO OFFICIAL, EMPLOYEE, REPRESENTATIVE OR AGENT OF TRAVIS COUNTY HAS THE AUTHORITY TO APPROVE ANY ASSIGNMENT OF OR UNDER THIS AGREEMENT UNLESS THAT SPECIFIC AUTHORITY IS EXPRESSLY GRANTED BY THE COMMISSIONERS COURT. Notwithstanding the foregoing, LN may freely transfer or assign upon written notice to, but without consent of Subscriber to: (i) any affiliate of LN, including without limitation any parent, division or subsidiary of Reed Elsevier, Inc.; (b) any entity which acquires all or substantially all of the business or assets of LN; (iii) any entity which requires the portion of the business or assets of LN relating to this Subscription Agreement, or (iv) any of the successors or assigns of any of the foregoing. This Subscription Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.

5.6 LN's ability to provide Materials is regulated by a variety of privacy, data protection, and other laws in a variety of jurisdictions ("Data Laws") and by the licenses under which it obtains Materials ("Licenses"). You acknowledge that LN will perform a due diligence review of your account upon registration and that the due diligence review will be heightened if you desire to access sensitive, non-public Materials about individuals. You also acknowledge that LN will perform periodic reviews of you and your Authorized Users' use of Materials subject to Data Laws or Licenses ("Regulated Data") in order to comply with Data Laws and license restrictions, and that the review may include asking you or your Authorized Users to verify that use of Regulated Data was for a permissible purpose. You and your Authorized Users will cooperate with LN in any such due diligence or regulatory review and will promptly produce all relevant records and documentation reasonably requested by LN. All reviews will be at LN's expense. If there is any failure to cooperate with LN, or if any review reveals the lack of a permissible purpose to access Regulated Data, LN may deny access to the Online Services or to Regulated Data. LN will be under no obligation to reduce the fees payable by you to the extent that it is unable to provide Regulated Data to you based solely on your non-cooperation.

5.7 If you, any of your Authorized Users, or any person you or your Authorized Users permit to use the Online Services or who gains access through an Authorized User's failure to properly secure his or her LN ID or computer (a "User") should access or use Regulated Data in an unauthorized manner (a "Security Event"), then the following provisions will apply: (a) if required by applicable law, you will notify the individuals whose information has potentially been accessed or used that a Security Event has occurred; (b) you will notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required by law; (c) the notification will not reference LN or the product through which the Regulated Data was provided, nor will LN be otherwise identified or referenced in connection with the Security Event, without the express written consent of LN, unless disclosure of such information is required by law; (d) you will be solely liable for all claims that may arise from a Security Event caused by you, your Authorized Users or a User and you will to the extent permitted by applicable law indemnify LN for any third party claims directed against LN that arise from the Security Event; and (e) all notifications and indemnity claims related to the Security Event will be solely at your expense.

5.8 This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Texas and all obligations under this Agreement are performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.

5.9 This Subscription Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this Subscription Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this Subscription Agreement.

5.10 Where applicable, each affiliated company of LN and each third party supplier of Materials has the right to assert and enforce the provisions of this Subscription Agreement directly on its own behalf as a third party beneficiary.

5.11 This Subscription Agreement, and all amendments, attachments, addenda or exhibits attached hereto, constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations on that subject matter.

5.12 Mediation. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

5.13 Forfeiture of Contract. If LN has done business with a Key Contracting Person, listed in Attachment C-1 to the Ethics Affidavit attached hereto as **EXHIBIT C** and made a part hereof for all purposes, during the 365-day period immediately prior to the date of execution of this Agreement by LN or does business with any such Key Contracting Person at any time after the date of execution of this Agreement by LN and prior to full performance of this Agreement, LN shall forfeit all benefits of this Agreement, and County shall retain all benefits of and performance under this Agreement and recover all consideration, or the value of all consideration, paid to LN 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 LN in the ordinary course of its business; and (z) a transaction for a financial service or insurance coverage made on behalf of LN if LN is a national or multinational corporation by an agent, employee or other representative of LN who does not know and is not in a position that he or she should have known about this Agreement.

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

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

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

5.17 Invoicing/Payments. LN 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 and its rules and regulations before any Contract funds are payable. Payment shall be made by check or warrant by County as provided herein. Payments shall be made upon submission of an invoice to the following address: County Purchasing Agent; P.O. Box 1748; Austin, Texas 78767. As a minimum, invoices shall include: (i) name, address, and telephone number of LN and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in the Agreement; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by the Agreement. 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. Partial payments will not be made unless specifically requested and approved by County. Accrual and payment of interest on overdue payments shall be governed by TEX. GOV'T CODE ANN., ch. 2251.

5.18 County Access. LN shall maintain and make available, upon fifteen (15) days prior written notice, for inspection, audit or by any authorized representative of County all directly related books, documents, and other evidence pertinent to the

costs and expenses of the Agreement, including but not limited to direct costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under the Agreement. 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 contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

5.20 Covenant against Contingent Fees. Covenant against Contingent Fees. LN warrants that no persons or selling agency has been retained to solicit the Agreement upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by LN to secure business. For breach or violation of this warranty, County shall have the right to terminate the Agreement without liability, or in its discretion to, as applicable, add to or deduct from the Agreement price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee

5.19 Conflict of Interest Questionnaire. Conflict of Interest Questionnaire. If required by Chapter 176, Texas Local Government Code, LN shall complete and file the Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. LN shall update this Questionnaire by September 1 of each year for the duration of the Agreement, as required by Chapter 176 of the Local Government Code. In addition, if any statement on a submitted Questionnaire becomes incomplete or inaccurate, LN shall submit an updated Questionnaire. LN should note that the law requires the County to provide access to a filed Questionnaire on the official Travis County Internet website.

5.21 Gratuities. County may terminate the Agreement if it is found that gratuities of any kind including entertainment, or gifts were offered or given by LN or any agent or representative of LN, to any County Official or employee with a view toward securing favorable treatment with respect of the Agreement.

-----END OF EXHIBIT A-----

LN, a division of Reed Elsevier, Inc.

BY: 

NAME: **Derek M. Francis**

TITLE: Pricing Analyst

DATE: 3/1/12

RIDER 1

EXAMPLES OF ELECTRONIC NOTICES (IN BOLD)

**DAMON ENGLISH, APPELLANT v. COMMONWEALTH OF KENTUCKY,
APPELLEE**

NO. 1999-CA-001041-MR

COURT OF APPEALS OF KENTUCKY

2000 Ky. App. LEXIS 79

July 21, 2000, Rendered

**NOTICE: [*1] THIS OPINION IS NOT FINAL AND SHALL NOT BE CITED AS AUTHORITY
IN ANY COURTS OF THE COMMONWEALTH OF KENTUCKY.**

**PRIOR HISTORY: APPEAL FROM JEFFERSON CIRCUIT COURT. HONORABLE GEOFFREY P.
MORRIS, JUDGE. ACTION NO. 98-CR-002207.**

DISPOSITION: AFFIRMED.

**CORE TERMS: juvenile, felony, prosecutor, juror, adult, potential juror,
garage, sentence, impeachment, convicted, impeach, bias, criminal trial,
penalty phase, corrections, preserved, deprived, morning, counts of robbery,
motion to strike, unlawful taking, law enforcement, guilt phase, fair trial,
voir dire, confidentiality, imprisonment, credibility, adjudicated, punishable**

**United States of America, Appellee, v. Ewen P. Barnett,
Appellant.**

No. 95-2727

UNITED STATES COURT OF APPEALS FOR THE EIGHTH CIRCUIT

1996 U.S. App. LEXIS 2510

**February 14, 1996, Submitted
February 20, 1996, Filed**

**NOTICE: [*1] RULES OF THE EIGHTH CIRCUIT COURT OF APPEALS MAY LIMIT CITATION
TO UNPUBLISHED OPINIONS. PLEASE REFER TO THE RULES OF THE UNITED STATES COURT OF
APPEALS FOR THIS CIRCUIT.**

**SUBSEQUENT HISTORY: Reported in Table Case Format at: <=1> 77 F.3d 486, 1996
U.S. App. LEXIS 8084.**

ALLOWN - All Tax Assessor, Deed Transfer and Mortgage Records

TO SEARCH ALLOWN: Press the NEW SEARCH key or type .ns and press ENTER.

**CONTENT: ALLOWN is a group file of Tax Assessor, Deed Transfer and Mortgage
Records for all counties available on the LEXIS(R) service. Most
documents contain the following information: - Owner, Buyer
and/or Seller Name(s); Assessor Parcel Number; and,
Address and Property Use**

COVERAGE: See individual states files for available counties and dates.

**The Fair Credit Reporting Act (15 U.S.C. sec 1681) prohibits use of information
from this file to determine a consumer's eligibility for credit or insurance
for personal, family or household purposes, employment or a government license
or benefit.**

EXHIBIT B TO LexisNexis® SUBSCRIPTION AGREEMENT
Price Schedule
State/Local Government Per Search Pricing
December 1, 2011

SLG

These charges are effective as of December 1, 2011, and shall continue thereafter until the subscribing organization or individual ("Subscriber") is notified otherwise.

I. INFORMATION CHARGES FOR ONLINE SERVICES AVAILABLE AT LEXIS.COM/NEXIS.COM

For more information about the pricing components, consult the Price Definitions and Price List available via the Classic Online Services using LexisNexis communications software under the administrative identification number **20B9ZWS**, at no cost to Subscriber for accessing or printing.

1.1 SEARCHES. Charges currently range from \$0 to \$163.00. Consult the Price List available in the Online Services for detailed search charges.

1.2 DISCOUNTS. The discounts set forth below shall be applied to Subscriber's Information Charges for each monthly invoice period. The discount shall be computed monthly and shall be based on the average amount of Information Charges incurred by Subscriber in the three month period beginning four months before the month Subscriber receives the discount. Discounts shall not apply to: (i) CourtLink, (ii) Delaware Secretary of State, (iii) Dunn & Bradstreet Reports, (iv) Elsevier Science, (v) Enhancements, (vi) Environmental FirstSearch, (vii) Expert Witness, (viii) FactSet, (ix) Historical Stock Quotes, (x) Precedent Finder, (xi) Premium IP, (xii) Premium News, (xiii) Real Property, (xiv) SciTech.

Monthly Average Information Charges	Flat Discount
From \$0 up to \$15,000	0%
Over \$15,000 up to \$30,000	2%
Over \$30,000 up to \$60,000	4%
Over \$60,000 up to \$90,000	8%
Over \$90,000	12%

1.3 ACCESS. Charges currently range from \$0 to \$50. Consult the Price List available in the Online Services for detailed access charges.

1.4 LEXISNEXIS® ALERT. Charges for LexisNexis Alert searches are based on the frequency in which they are executed according to the below table. Reports are printed at applicable print rates.

Frequency	Each Report
Intra-Day	\$9
Intra-Day 2x*	\$18
Intra-Day 3x*	\$27
Daily	\$15
Business Day (M-F)	\$20
Business Day (M-F)*	\$40
Business Day (M-F)*	\$60
Weekly	\$24
Monthly	\$30
Update Now	Price based on the frequency of the Alert being updated
On Demand (only available in Rosetta Platform)	\$15

*Not available on Research Software

1.5 RESEARCH TOOLS.

EACH CASE/CITATION/REPORT	
Shepard's® Table of Authorities Report	\$1.00/report*
Auto-Cite® service	\$6.00/cite*
Shepard's® Citation Service	\$6.00/cite/SHEPARD'S*

*Includes printing and downloading charges.

Shepard's® Alert	Setup	Updates
Demand UPD	\$0.00	\$0.00
Business Day	\$0.00	\$0.00
Weekly	\$0.00	\$0.00
Bi-Weekly	\$0.00	\$0.00
Monthly	\$0.00	\$0.00

SHEPARD'S® BRIEF SUITE™ DESKTOP & BRIEFCHECK.COM	EACH LINK/ RETRIEVAL/ REPORT
Shepard's® BriefCheck™ Unique Document Retrieval	\$0.00/retrieval*
Shepard's® FullAuthority® Report	\$0.00/report*
Shepard's® StyleCheck™ Report	\$0.00/report*

*Includes printing and downloading charges.

Single Document Retrieval*	Through LexisNexis at www.lexis.com		Through LexisNexis Research Software	
	via embedded link (excluding document links)	via Get a Document by Citation	via LEXSEE service	via LEXSTAT service
Standard Content	\$6.00/link	\$6.00/link	\$6.00/link	\$6.00/link
Premium Content **	\$6.00/link	\$6.00/link	\$6.00/link	\$6.00/link
Briefs Pleadings and Motions Content, and Expert Witness Trans & Depos	\$6.00/link	\$6.00/link	\$6.00/link	\$6.00/link
Expert and Emerging Issues Commentaries	\$6.00/link	\$6.00/link	\$6.00/link	\$6.00/link
Tax Practice Insights Content	\$6.00/link	\$6.00/link	\$6.00/link	\$6.00/link
Elsevier Science, Tax Analyst Content and Expert Witness CV's	\$6.00/link	\$6.00/link	\$6.00/link	\$6.00/link
Nimmer Content	\$6.00/link	\$6.00/link	\$6.00/link	\$6.00/link
Matthew Bender Content	Tier 1 \$6.00/link	Tier 1 \$6.00/link	Tier 1 \$6.00/link	Tier 1 \$6.00/link
	Tier 2 \$6.00/link	Tier 2 \$6.00/link	Tier 2 \$6.00/link	Tier 2 \$6.00/link
	Tier 3 \$6.00/link	Tier 3 \$6.00/link	Tier 3 \$6.00/link	Tier 3 \$6.00/link

*Includes Profile Suite Links

**Premium content consists of materials from BNA, CCH and Mealey's

TOC Document Linking	
Standard Content	\$4.00/link
Premium Content**	\$4.00/link
Expert and Emerging Issues Commentaries and West Jur Content	\$4.00/link
Matthew Bender Content	Tier 1: \$4.00/link
	Tier 2: \$4.00/link
	Tier 3: \$4.00/link

**Premium content consists of materials from BNA, CCH and Mealey's

Enhanced Table of Contents (TOC)	Search Charge
Codes	\$4.00
Premium Analytical	\$4.00
CCH	\$4.00
Base Analytical	\$4.00
BNA	\$4.00

1.6 HISTORIC STOCK QUOTES.

through LexisNexis Research Software	
	EACH QUOTE
Historic Price Quotes	\$0.15*
Historic Dividend Quotes	\$0.25*
*Includes printing and downloading charges.	
through LexisNexis at www.lexis.com and www.nexis.com	

Historical Quotes \$0.30 per day per quote
 Results will be formatted for viewing in a tabular format and can be formatted for printing and printed to the user's local printer at no additional charge. To download the results to CSV (spreadsheet/Excel format) the charge will be \$2.00. To receive a chart, the charge will be an additional \$1.00. For each additional company that is added to the chart for comparison the cost will be \$1.00.

1.7 PRINTING AND SAVING TO DISK.

Charges for printing and saving to disk are included in the Per-Search rate.

1.8 IMAGES.

Charges for images will be as follows per image retrieved, including printing and downloading:

	Each Image
Anatomical Transparencies	\$0.00
Trademark design images	\$0.00
Patent exemplary drawing images	\$0.00
Elsevier Environmental	\$3.00
Elsevier Business	\$6.00
Forms	\$7.50
IHI patent images – International	\$9.00
Patent Family Reports	\$9.00
Hoppenstedt	\$10.00
PDF Image for Judicial Profile – 7 th Circuit	\$10.00
PDF Image for Judicial Profile – 9 th Circuit	\$10.00
Global Reports	\$25.00
ISO Policy Forms	\$25.00
Miller's	\$25.00
Expert Commentary	\$50.00
Other Expert Witness Transcripts – Excerpts	\$50.00
Triodyne Expert Witness Transcripts – Excerpts	\$50.00
Research Disclosures TIFF	\$65.00
IP.com Technical Disclosures	\$75.00
Research Disclosures PDF	\$75.00
The Financial Crisis: Federal Statutory and Regulatory Responses	\$75.00
M&A Insight Notes	\$100.00
Other Expert Witness Transcripts – Full	\$110.00
Triodyne Expert Witness Transcripts – Full	\$110.00
Expert Commentary – Bensen on the Patent Reform Act of 2007	\$112.00
PDF Image for Premium Judicial Profile	\$200.00
Corporate Governance Quotient Profiles	\$250.00
M&A Insights Analysis	\$450.00
Sustainability & Risk Reports	\$1,500.00

1.9 ATTACHMENTS. Attachment charges are as follows per attachment retrieved, including printing and downloading:

	Each Attachment
Attorney Text Book of Medicine	\$0.00
Mealey	\$0.00
Mealeys Daily News	\$5.00
Patent images – US domestic	\$5.00
McClatchy Graphics	\$6.00
WPNPHO – World Picture Network – Full Size	\$6.00
Elsevier Science Business Journals	\$10.00
Enhanced Form: Open Fillable word processing version of form	\$10.00
Core Critical Issues Pamphlet	\$20.00
Core Emerging Issues Commentary	\$20.00
JurisCharts: Tax	\$20.00
Netter Medical Illustrations	\$20.00
Caselaw Official Reports	\$25.00

	Each Attachment
All Case Law Jurisdictions	\$30.00
Download PDF chart of Multi-Jurisdictional Survey with Analysis Now	\$30.00
50 State Comparative Legislation & Regulations	\$25.00
Elsevier Science	\$30.00
JurisCharts with Analysis: Insurance	\$30.00
JurisCharts with Analysis: Tax	\$30.00
Core Form: Open word processing version of form	\$35.00
Briefs, Pleadings & Motions	\$35.00
Download Interactive Analytical Report	\$50.00
Premium Current Critical Issues Pamphlet	\$50.00
Premium Emerging Issues Commentary	\$50.00
JurisCharts: Insurance	\$125.00
Enhanced Critical Issues Pamphlet	\$133.00
Enhanced Emerging Issues Commentary	\$133.00
Advanced Practice Strategies Medical Illustrations	\$175.00

1.10 DUN & BRADSTREET REPORTS.

Charges for Business Information Reports will range from \$88.00 to \$629.00 depending on the user's location (e.g. USA, Canada, etc.). Charges for other Dun & Bradstreet Reports will range from \$72.00 to \$130.00 depending on the specific report requested. Consult the Price List available in the Online Services for detailed report charges.

1.11 DELAWARE SECRETARY OF STATE. \$35 per report.

1.12 ANALYZER. \$0 per search and \$200 per report.

1.13 EDGAR ONLINE. \$15 for Excel Reports and \$22 for Non-Excel Reports (document delivery included).

1.14 DOSSIER. Charges range from \$0 up to \$50 per report and from \$0 up to \$176 per document link.

1.15 FACTIVA CONTINUOUS ALERTS.

	Per Alert
Initial Search Fee	\$65.00 per Alert
Daily Search Update Fee	\$20.00 per Alert per day
Daily Gateway Functionality	\$3.00 per Alert per day

1.16 COURTLINK.

1.16.1 COURTLINK VIA LEXIS.COM. Charges for CourtLink products retrieved via lexis.com.

COURTLINK	CHARGES
CourtLink Docket Search	\$10.00, \$20.00 or \$60.00
CourtLink Docket Retrieval	\$5.25 or \$9.45
CourtLink Docket Update	\$4.20
CourtLink Party Alerts	\$10.25
CourtLink Nature of Suit and Class Action Alerts	\$1.70
CourtLink Daily, Weekly or Monthly	\$8.50 per update
CourtLink OSD Image pdf (Document Ordering)	\$5.00

1.16.2 COURTLINK VIA COURTLINK PLATFORM. Charges for CourtLink products retrieved via the CourtLink platform.

COURTLINK	CHARGES
Alert	Range \$0.30 - \$59.00 per case found
Track	Range \$5.00 per update to \$15.00 per update
Search & Retrieve	Range \$5.25 - \$200.00 per search
CourtLink OSD Image pdf (Document Ordering)	\$5.00 - \$50.00

Consult the CourtLink Fee Schedule available at <https://w3.courtlink.lexisnexis.com/Help/Pricing/pricing.htm> for detailed report charges. In the event of a conflict between the range prices above and the CourtLink Fee Schedule, the CourtLink Fee Schedule will control.

1.17 TOTALPATENT.

TOTALPATENT	CHARGES
Searches	\$75 per Authority (maximum \$400)
Print/Download/Fax	See Section 1.7
Single Document Retrieval	\$7.50 per link
PDF Images	\$0.00 per image
Creating a Folder	\$10.00
Copying a Folder	\$10.00
Machine Translating	\$250.00
Analytics Report	\$20.00
Alerts	See Section 1.4 for rates
On Demand	\$20.00
Semantic Search	\$40 each time a semantic analysis is initiated

1.18 PUBREC REPORTS. \$99.00 for SmartLinx Report to Report links.

1.19 PRECEDENT SEARCH. Charges are \$59 for Single Category Search and \$89 for Multiple Category Search. For Matthew Bender/LN Forms & Agreements, charges are \$215 for single practice area/area of law and \$250 for multiple categories of all practice areas/areas of law.

1.20 THE ENVIRONMENTAL FIRSTSEARCH GATEWAY REPORTS.

	Price Per Report
Environmental Site Records Summary	\$99.00
Environmental Site Records Summary (plus added content)	\$129.00
Environmental Site Records Full Report	\$199.00
Environmental Site Records Full Report (plus added content)	\$230.00

1.21 REAL PROPERTY ENHANCEMENTS.

Description	Report Rate
Neighborhood Demographics Report	\$10.00
Loan Risk Scoring Report	\$15.00
Comparable Property Sales Report	\$15.00
Parcel Images	\$15.00
Deed Transaction History Report	\$20.00
Foreclosure Activity Report	\$30.00
Voluntary Lien Transaction	\$30.00
Real Property Valuation Report	\$25.00
Deed Images	\$25.00
Lead Property Description & Deed History Report	\$25.00
Real Property Valuation & Risk Assessment Report	\$50.00

1.22 LEXISNEXIS STATISTICAL GATEWAY.

LexisNexis Statistical Gateway charges are as follows:

Reports	\$0.00 - \$2.00
Basic Datasets Per Search	\$0.30 - \$0.40

1.23 VERDICT & SETTLEMENT ANALYZER.

Verdict & Settlement Analyzer	\$6.00 per link
Verdict & Settlement Analyzer	\$22.00 per report

1.24 AUTOMATIC DISPLAY FILES (ADF). Charges range between \$0 to \$125.

1.25 PROFILE SUITE. \$22 per report.

2. HANDLING CHARGE (AVAILABLE VIA CLASSIC ONLINE SERVICES ONLY). \$15 per user per day for documents printed at the LexisNexis computer center.

3. MONTHLY SUBSCRIPTION CHARGE. \$75 per building with equipment used to access the Online Services (up to a maximum of \$150 per Agency).

4. INSTRUCTION. Training is provided at no charge and covers (a) the basic instruction of all individuals selected by Subscriber to receive instruction in the use of the Online Services and (b) standard instructional and reference materials on the use of the Online Services. Everyone who completes training shall receive one hour of free use to perfect their skills. This free hour is non-transferable and must be used within 14 calendar days of the date on which basic instruction is completed, at a single session or on an aggregated basis. Credit for free use shall automatically be reflected on Subscriber's monthly invoice and shall be applied against Subscriber's total charges in a given month.

5. TAXES. The charges detailed in this Price Schedule are exclusive of any state or local sales, use, or similar taxes. If any such taxes are applicable, they shall be charged to Subscriber's account. If Subscriber is exempt from any such taxes, the tax will not be charged to Subscriber upon receipt of a certificate of exemption.

II. INFORMATION CHARGES FOR LEXIS® ADVANCE

1.1 This pricing applies to documents outside of any subscription plan. Such documents are identified by an orange "out of plan" notification. All other documents are inside of the flat rate subscription and will not incur an additional charge.

Content Category	Document Access Charge	Document Delivery Charge	
Primary Law: Tier 1 <i>cases, codes, admin codes</i>	\$16	\$0	
Primary Law: Tier 2 <i>agency materials, bill text, court rules</i>	\$11	\$0	
Secondary Law <i>jury verdicts & settlements, jurisprudence, law reviews</i>	\$44	\$0	
Premium Litigation <i>briefs, pleadings, motions; expert witness materials</i>	\$80	\$0	
Treatises: Tier 1 <i>Chisum on Patents, Collier on Bankruptcy, Nimmer on Copyright</i>	\$64	\$0	
Treatises: Tier 2 <i>Business Law Monographs, Gilson on Trademarks, Law of Liability Insurance</i>	\$40	\$0	
News: Tier 1,2,3 <i>newspapers, newswires, trade journals</i>	\$24, \$16, \$11	\$0	
Content Category	Document Search Charge	Document Report Charge	Document View & Delivery Charge
Public Records	\$0-\$99	\$0-\$50	\$0

1.2 Shepard's® is included with all document accesses, and is free of charge when searched during the promotional period that ends July 1, 2012.

1.3 Prices shown in the above list do not reflect any subscription or transactional discounts.

1.4 LEXIS® ADVANCE SYSTEMS ACCESS FEE: Subscribers who do not have a qualifying monthly flat rate subscription will be charged a monthly Lexis Advance System Access Fee which is calculated based on the total number of non-Public Records searches times \$60. They System Access Fee is waived for all other subscribers.

2. TAXES. Charges do not include any federal, state or local indirect taxes such as sales, use or similar taxes or fees. If any such taxes or fees are applicable, they will be charged to Subscriber's account. Taxation on charges is based on active user(s)' physical site location at month end. Subscriber is responsible for updating users and ensuring users are assigned

to correct physical site locations within Admin Portal. If Subscriber does not have access to or use of the Admin Portal, Subscriber must provide information for each user and physical site location to LN as soon as active users and locations change.

III. MISCELLANEOUS

1. PAYMENT TERMS. All charges incurred by Subscriber are payable within 30 days after receipt of an invoice. Subscriber shall pay all charges in accordance with any applicable "Prompt Payment Act" or similar legislation.

2. CHANGES TO CHARGES AND DISCOUNTS. Charges and discounts may be changed only upon 30 days prior notice, which notice shall be with your invoice or otherwise provided in writing.

3. COLLECTION COST. Subscriber shall be liable for all costs of collection incurred by the provider of the Online Services, including without limitations, collection agency fees, if Subscriber fails to comply with the payment obligations set forth herein.

4. PURCHASE ORDER. In the event Subscriber issues a purchase order or other document relating to the Online Services, Subscriber agrees that the document shall be for Subscriber's internal purposes only and shall in no way modify or affect any of the terms or conditions for access to the Online Services.

-----**END OF EXHIBIT B**-----

EXHIBIT C
ETHICS AFFIDAVIT

STATE OF TEXAS }
COUNTY OF TRAVIS }

Date: 3/1/12
Name of Affiant: Derek M. Francis
Title of Affiant: Pricing Analyst
Business Name of Vendor: LA, a division of Reed Elsevier, Inc.
County of Vendor: Madison

Affiant on oath swears that the following statements are true:

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

Signature of Affiant [Handwritten Signature]

Address 9443 Springboro Pike Mansfield, OH 44880

SUBSCRIBED AND SWORN TO before me by Derek Francis on Mar, 2012

Notary Public, State of OHIO
Typed or printed name of notary Charles J. Horn
My commission expires: has no expiration
[Handwritten Signature]



**ATTACHMENT C-1
LIST OF KEY CONTRACTING PERSONS**

**LIST OF KEY CONTRACTING PERSONS
January 24, 2012**

CURRENT

Name of Individual/Name of Business

Position Held Holding Office/Position 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	Felicita 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	Leroy Nellis, Interim
County Executive, Emergency Services	Danny Hobby
County Executive, Health/Human Services	Sherrri 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 DivisionPrema Gregerson
 Purchasing AgentCyd Grimes, C.P.M., CPPO
 Assistant Purchasing AgentMarvin Brice, CPPB
 Assistant Purchasing AgentBonnie Floyd, CPPO, CPPB, CTPM
 Purchasing Agent Assistant IVVacant
 Purchasing Agent Assistant IVLee Perry
 Purchasing Agent Assistant IVJason Walker
 Purchasing Agent Assistant IVRichard Villareal
 Purchasing Agent Assistant IVPatrick Strittmatter*
 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 IIINancy Barchus, CPPB
 Purchasing Agent Assistant IIIJesse Herrera, CTP, CTPM, CTCM*
 Purchasing Agent Assistant II.....C.W. Bruner, CTP
 HUB Coordinator.....Sylvia Lopez
 HUB SpecialistBetty Chapa
 HUB SpecialistJerome Guerrero
 Purchasing Business AnalystScott Worthington
 Purchasing Business AnalystJennifer Francis

FORMER EMPLOYEES

Name of Individual	
<u>Position Held Holding Office/Position 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
Purchasing Agent Assistant IV	Diana Gonzalez.. 12/16/12

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

Exhibit 2

LN acknowledges that LN is doing business or has done business during the 365 calendar day period immediately prior to the date on which LN's representative executed the Agreement with the following Key Contracting Persons and warrants that these are the only such Key Contracting Persons:

Tenley Aldredge

Cyd Grimes

Scott Wilson

George Monnat

If no one is listed above, LN warrants that LN is not doing business and has not done business during the 365 calendar day period immediately prior to the date on which the Agreement was executed by LN's representative.

PURCHASE REQUISITION NBR: 0000554646

REQUISITION BY: CATHY DAWKINS/854-9596

STATUS: READY FOR BUYER PROCESS
 REASON: ATTN: SCOTT

DATE: 3/09/12

SHIP TO LOCATION: LAW LIBRARY

SUGGESTED VENDOR: 32437 LEXIS NEXIS

DELIVER BY DATE: 9/30/12

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	PATRON CONTRACT LEXIS PATRON AGREEMENT COMMODITY: LIBRARY SERVICES SUBCOMMOD: RESEARCH SERVICES	7.00	MD	983.0000	6881.00	
REQUISITION TOTAL:					6881.00	

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	01157405556099	OTHER PURCHASED SERVICES	70.00	4816.70
1	01157415556099	OTHER PURCHASED SERVICES	30.00	2064.30
				6881.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.



Travis County Commissioners Court Agenda Request

Meeting Date: March 20, 2012

Prepared By/Phone Number: Elizabeth Corey (854-9853)

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve contract award for Long Term Care insurance for Travis County employees, retirees, dependents and eligible family members, RFP No. P110080-OJ, to the sole bidder, Unum Life Insurance Company of America (Unum).

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.
- This contract provides long term care insurance for Travis County employees, retirees, dependents and eligible family members.
- On February 10, 2011, Request for Proposal P110080-OJ was issued for long term care insurance coverage. One proposal was received on March 1, 2011, from Unum. The Human Resources Management Department (HRMD) analyzed the proposal, and Commissioners Court approved the plan on September 27, 2011. The initial enrollment period was from January 4 through February 15, 2012.
- **Contract Expenditures:** This benefit is 100% employee-paid. There is no fiscal impact to Travis County. Participants will be direct-billed by Unum.
- **Contract-Related Information:**
 - Award Amount: N/A
 - Contract Type: Bilateral
 - Contract Period: April 1, 2012, renewing annually until terminated

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.

➤ **Solicitation-Related Information:**

Solicitations Sent: 48

Responses Received: 1

HUB Information: N/A

% HUB Subcontractor: N/A

➤ **Funding Information:**

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

Funding Account(s): N/A

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.



HRMD

Human Resources Management Department

700 Lavaca Street, 4th Floor • P.O. Box 1748 • Austin, Texas 78701 • (512) 854-9165 / (512) 854-4302

March 9, 2012

To: Elizabeth Corey, Purchasing Dept
From: Cindy Purinton- Benefit Administrator, HRMD *cup*
Re: UNUM Long Term Care Contract

Elizabeth,

As we prepare to complete the process of contracting for Long Term Care insurance with UNUM I have prepared the following recommendation to proceed with the finalization of the contract with UNUM.

HRMD and the Benefit Committee recommend approval of the Long Term Care Contract with UNUM.

There is no County fund expenditure, it is 100% voluntary. This will be direct billed to employees, not a payroll deduction.

A little background and important points on this coverage:

- Staff released an RFP for Long Term Care.
- UNUM was the sole responder
- Commissioners Court approved offering the UNUM Long Term Care insurance plan to retirees and actives during the voting session on 9-27-11.
- At that time we planned for the effective date to be March, 1, 2012, but as we went through the process, the **effective date changed to April, 1, 2012** in order to allow the employees a little more time to enroll to take advantage of the guarantee issue period.
- The initial enrollment period was January 4, through February 15, 2012. This was the opportunity for active employees to enroll under guarantee issue, which meant that no medical underwriting was required to enroll. This was the only opportunity for active employees to enroll without medical underwriting. Over 100 enrollment information sessions were held throughout the County.
- Active employees / retirees/ family members can apply for coverage anytime, with medical underwriting. UNUM will approve or deny the application, Not everyone will be approved. Eligible Family members must be between ages 18-80.
- This insurance will not be on Open Enrollment system as it is not an annual benefit election and employees can apply for coverage at any time.
- New hires will be offered Long Term Care under guarantee issue once a year during February.
- This insurance is not a payroll deduction, it will be direct billed by UNUM to home address of the participants. It is portable and does not end if you no longer work at the County or if you retire.
- You pay the rates based on the age at enrollment, and you always will pay the rates based on that age. So rates do not increase as you age.

**AGREEMENT
UNUM LIFE INSURANCE COMPANY OF AMERICA
FOR LONG TERM CARE GROUP BENEFITS PROGRAM**

This agreement is made by the following parties:
UNUM Life Insurance Company of America, a Maine corporation (“Company”) and County of Travis, Texas (“County”).

RECITALS

County distributed a Request for Proposals (RFP No. P110080-OJ) (the “RFP”) to qualified companies to provide long term care insurance. County enters into contracts with qualified companies to provide employees with the opportunity to purchase long term care insurance as a group employee benefit.

All coverages and services provided under the Agreement and the Insurance Contract are voluntary.

Company has developed certain systems that provide the services sought by County and will be providing the services sought.

AGREEMENT

1.0 DEFINITIONS

In this agreement, and its attachments, words defined in the attachments and used in this agreement have the defined meaning in the attachment and the following words have the meanings shown in this section:

- 1.01 “Auditor” means the Travis County Auditor or her designee.
- 1.02 “Policy Year” means the year beginning April 1 and ending the last day of March.
- 1.03 “Commissioners Court” means Travis County Commissioners Court.
- 1.04 "County" means County of Travis, a political subdivision of the State of Texas.

1.05 “Historically Underutilized Business” or “HUB” means any entity or association formed to make a profit in which one (1) or more persons who are socially disadvantaged because of their identification as members of one of the following groups: African Americans, Hispanic Americans, Asian Pacific Americans, Native Americans, Women of any ethnicity have the following rights:

- 1.05.1 own at least fifty-one percent (51%) of all classes of shares or other equitable securities and have incidents of ownership, including an interest in profit and loss, equivalent to the percentage of capital, equipment or expertise contributed to the

business where ownership is measured as though the community property interest of a spouse is the separate property of that spouse, if both spouses certify in writing that the non-participating spouse relinquishes control over his or her spouse, and his or her community property, and not as if it is subject to the community property interest of the other spouse; and

1.05.2 have a proportionate interest and demonstrated active participation in the control, operation and management of the business's affairs; where control means having recognized ultimate control over all day-to-day business decisions affecting the business, which is known to, and at least tacitly acknowledged in day-to-day operations, by employees of the business and by those with whom business is conducted, and holding a title commensurate with that control.

1.06 "Is doing business" and "has done business" mean:

1.06.1 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,

1.06.2 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;

1.06.3 but does not include

1.06.3.1 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.

1.06.3.2 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 Company in the ordinary course of its business; or

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

1.07 "Key Contracting Person" means any person or business listed in Exhibit A to the Affidavit attached to this agreement and marked Attachment E-1.

1.08 "Purchasing Agent" means the Travis County Purchasing Agent, acting as agent in administering the agreement, or any County employee designated by her.

1.09 "LTC" means group long term care insurance coverage.

1.10 "Insurance Contract" means the contract of LTC insurance to be issued to County by Company effective April 1, 2012.

1.11 "Covered Person" means any County employee, County retiree or person associated with them who elect long term care insurance coverage and are accepted for coverage by Company.

2.0 TERM OF AGREEMENT

2.01 The initial term of this agreement is the date of approval by Commissioners Court through April 1, 2012, unless terminated by either party in compliance with the applicable Insurance Contract or this agreement. If seven percent (7%) or more of the eligible County employees do not submit applications to enroll for Long Term Care Insurance Coverage before February 15, 2012, that are approved by Company, this agreement shall automatically terminate effective March 31, 2012 and Company is not liable for services to be performed after April 1, 2012.

2.02 If seven percent (7%) or more of the eligible County employees do submit applications to enroll for Long Term Care Insurance Coverage before February 15, 2012, that are approved by Company, this agreement shall automatically renew for four years effective April 1, 2012 and Company is liable for all services to be performed under this agreement, unless this agreement is terminated by either party in compliance with the applicable Insurance Contract or this agreement. The rates outlined in attachment LTC-1 may be extended beyond the forty-eight (48) months commencing April 1, 2012 only upon mutual agreement by County and Company and only if new rates are approved by the State Department of Insurance.

3.0 ENROLLMENT

3.01 County has chosen an initial enrollment period that ends no later than February 14, 2012 and, if the minimum number of applications are received in that enrollment, County may, in its discretion, elect to have a second enrollment period that ends no later than August 31, 2012. The Guarantee Issue opportunity is allowed for all County employees in the initial enrollment. If the minimum number of applications are received in that enrollment and if County elects to have a second enrollment period, the Guarantee Issue opportunity will be allowed for all County employees in the second enrollment period in the first year of the contract. After September 1, 2012, County has chosen an enrollment that takes place once each year and the Guarantee Issue opportunity is only allowed for those newly eligible. Company must accept enrollment information in electronic format through the Company's designated enrollment system. County and Company will coordinate revisions needed to the electronic format if Company changes its designated electronic enrollment system.

3.02 In both the initial term and any renewal terms, Company must provide County with an adequate supply of applications, certificate booklets, and claim forms for all services and coverage for both the annual open enrollment and "new employee" enrollment throughout the year.

Company must send certificates of coverage directly to all Covered Persons. Company will provide adequate and appropriate enrollment materials and resources for annual enrollment. The Company will provide knowledgeable and qualified enrollment staff, Long Term Care information and materials to conduct County’s annual enrollment events for up to two days for each annual enrollment during the renewals authorized in 2.1.

4.0 ADMINISTRATION OF AGREEMENT

4.01 During the initial term before April 1, 2012, Company shall perform all services necessary to educate, inform, and assist eligible County employees and retirees in determining whether to submit an application to enroll in Long Term Care Insurance Coverage in a good and professional manner for a similar business in County and render all services promptly and efficiently. Company shall name the person or the team that will manage this account and act as the contact for County.

4.02 Effective April 1, 2012 the Company shall issue a fully insured insurance policy in the form shown in Attachment LTC-1.

4.03 After April 1, 2012, Company shall perform all services necessary to place and manage the agreement, including those described in Attachment LTC-2, and the Insurance Contracts in a good and professional manner for a similar business in County and to render all services promptly and efficiently. Company shall name the person or the team that will manage this account and act as the contact for County.

4.04 Delivery of all products, reports or services under this agreement shall be Free on Board (FOB) to final destination at the address shown below.

Human Resources Management Department
 Attn: Benefits Manager
 700 Lavaca Street, 4th Floor
 Austin, Texas 78701

4.05 No deliveries will be accepted on designated holidays, unless specific prior arrangements have been made. Below is the approved holiday schedule. Future schedules are expected to be similar.

HOLIDAY	2012
New Year’s Day	Monday..... Jan 02,..... 2012
Martin Luther King, Jr. Day	Monday..... Jan 16,..... 2012
President's Day	Monday..... Feb..... 20,..... 2012
Memorial Day	Monday..... May ... 28,..... 2012
Independence Day	Wednesday Jul 04,..... 2012
Labor Day	Monday..... Sep..... 03,..... 2012
Veteran’s Day	Monday..... Nov..... 12,..... 2012
Thanksgiving Day.....	Thursday..... Nov..... 22,..... 2012
Friday after Thanksgiving	Friday Nov..... 23..... 2012
Christmas Season.....	Monday..... Dec 24,..... 2012
Christmas Season.....	Tuesday Dec 25,..... 2012

5.0 GENERAL CHANGE OF COVERAGE PROVISIONS

5.01 Company must provide all services and coverage on a fully insured basis.

6.0 LONG TERM CARE

6.01 Effective April 1, 2012 and during the agreement period after that, Company must provide long term care insurance coverage for County's eligible employees and retirees and family members who enroll for this coverage in the manner described in the LTC Insurance Contract; in a timely manner as agreed upon by Company and County; in accordance with the terms and conditions of the Insurance Contracts and this agreement; in compliance with the assurances, certifications, and all other statements made by Company in Attachment LTC-2. For purposes of order of precedence: with respect to eligibility for and the payment of insurance benefits, the terms of the LTC Insurance Contract, including any riders or endorsements, will be the controlling document.

6.02 The rates applicable to the long term care coverage for the first four years of this agreement are stated in the Rate Information Schedule in Attachment LTC-1 unless there are changes in the plan design. After that, the rates applicable to the long term care coverage under this agreement remain the same as during the first four years of this agreement unless there are changes in the plan design or unless Company is increasing the rates on a class basis. Any increase in rates will be approved by the State of Texas and may apply to similar policies, plans, or coverage selections.

7.0 INVOICING AND PAYMENT

7.01 Company shall provide the following administrative services for Covered Persons:

7.01.1 Issue a quarterly invoice directly to the Covered Person's residence or other address identified to Company by the Covered Person and accept quarterly payments of premiums as made directly from the Covered Persons unless a Covered Person elects monthly payments by ACH and maintain accounting records of the payments.

7.01.2 Send an Expiration of Grace Period notice to the Covered Person's address if premiums are 30 days late. If a 3rd party designee is elected by the Covered Person, the third party also receives an Expiration of Grace Period notice.

7.01.3 A Termination Letter will be sent 65 days after the due date of the bill.

7.01.4 There will be an 800 number available to Covered Persons with billing questions.

7.02 The administration of County benefit premiums for long term care coverage for the entire term of this agreement, including all exercised options, shall be included in the premium for the coverage.

7.03 Payment is deemed to have been made on the date of electronic transmission or the date processed through the Company's bank lockbox.

8.0 AUDITING AND MONITORING REQUIREMENTS

8.01 Company shall maintain and make available all books, documents, and other evidence pertinent to the costs and expenses of this agreement for inspection, audit or reproduction by any authorized representative of County to the extent this detail will properly reflect these costs and expenses. These include all costs; both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this agreement. Any such audit conducted by County must be approved in advance by Company's LTC Benefits Center and Company's Privacy Office and conducted in compliance with Company's then current external audit protocols. Any such audit conducted by County shall not include access to books, documents, and other evidence proprietary to Company or which Company may not disclose under applicable law. All required records shall be maintained until an audit is completed and all requested questions arising therefrom are resolved, or three years after completion of the agreement term, whichever occurs first; however, the records will be retained beyond the third year if an audit is in progress or the findings of a completed audit have not been resolved satisfactorily.

8.02 County reserves the right to perform periodic on-site monitoring of Company's compliance with the terms of this agreement, and of the adequacy and timeliness of Company's performance under this agreement. Any such monitoring conducted by County must be approved in advance by Company's LTC Benefits Center and Company's Privacy Office and conducted in compliance with Company's then current external audit protocols. Any such monitoring conducted by County shall not include access to books, documents, and other evidence proprietary to Company or which Company may not disclose under applicable law. After each monitoring visit, County shall provide Company with a written report of the monitor's findings. If the report notes deficiencies in Company's performances under the terms of this agreement, it shall include requirements and deadlines for the correction of those deficiencies by Company. Company shall take action specified in the monitoring report prior to the deadlines specified.

9.0 WARRANTIES AND APPLICABLE INDEMNIFICATIONS

9.01 Company warrants that Company will use its best efforts to provide quality service to County. If County is dissatisfied with the performance of the account representative regularly assigned to work for County, County will notify Company and Company will promptly take corrective action to the parties' mutual satisfaction.

9.02 Company warrants that Company will not engage in employment practices which have the effect of discrimination against employees or prospective employees because of age, religion, race, color, sex, creed, handicap or national origin.

9.03 Company warrants that Company is a duly qualified, capable business entity, that Company is not in receivership and does not contemplate it, and has not filed for bankruptcy

protection and does not contemplate it.

9.04 Company warrants that no persons or selling agency 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 the Company to secure business. For breach or violation of this warranty, County shall have the right to terminate this agreement without liability, or in its discretion, as applicable, to add to or deduct from the contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9.05. Company warrants that Company is not currently delinquent to County for payment of property taxes.

9.06 Company warrants that all applicable copyrights and licenses which may exist on materials used in this agreement have been adhered to and further warrants that County shall not be liable for any infringement of those rights and any rights granted to County shall apply for the duration of the agreement. Company shall indemnify County, its officers, agents and employees from all claims, losses, damages, causes of action and liability of every kind including expenses of litigation, and court costs and attorney fees for damages to any property arising in connection with any alleged or actual infringement of existing licenses or copyrights applicable to materials used in this agreement. This section shall not be interpreted as a waiver of sovereign immunity and County retains all of its affirmative defenses.

9.07 Company certifies that at the time of submission of its offer, it was not on the Federal Government's list of suspended, ineligible, or debarred contractors and that Company has not been placed on this list between the time of that its offer was submitted and the time of execution of this agreement. If Company is placed on the list during the term of this agreement, Company shall notify the Travis County Purchasing Agent. False certification or failure to notify may result in terminating this agreement for default.

10.0 INDEMNIFICATION

10.01 Company shall indemnify County, its officers, agents, and employees, with respect to any and all claims asserted by any persons for Insurance benefits under County's Policy. Company shall defend and indemnify County with respect to any and all claims, damages liability and court awards including costs, expenses and attorney fees incurred solely as a result of Company's breach of this agreement and from breach of any fiduciary responsibility that Company may have under applicable law. This obligation to defend or indemnify does not extend to claims or causes of action against Company or County based wholly or in part of the acts representations or omissions of County. Company's obligation to defend and indemnify shall apply only to lawsuits in which both the County and Company are named defendants. In discharging this obligation to defend as set forth in this section Company shall allow its counsel to represent interest of County but shall not be obligated to hire or compensate separate counsel on behalf of County.

11.0 LEGAL REQUIREMENTS AND PERMITS

11.01 Company must procure all necessary licenses and permits at its own expense and must conform to all laws, regulations and ordinances applicable to the performance of this agreement.

12.0 CHANGES

12.1 Unless specifically provided otherwise in this agreement, any change to the terms of this agreement shall be made by written change order signed by both parties. The Purchasing Agent may at any time, by written document, make changes within the general scope of this agreement that do not result in premium changes in any one of the following, provided however that any such change must be acceptable to Company and within Company's authority and approvals under applicable laws and regulations:

12.1.1 Description of services;

12.1.2 Place of delivery;

12.1.3 Any aspect of the agreement to correct errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of the agreement and does not result in expense to Company.

12.2 It is acknowledged by Company that no officer, agent, employee or representative of County has any authority to change the scope of this agreement or any attachments to it unless expressly granted that specific authority by the Commissioners Court.

12.3 If any change under 12.1 causes an increase or decrease in the cost, or time required for performance of any part of the work under this agreement, the Commissioners Court shall make an equitable adjustment in the agreement price, the delivery schedule, or both, and modify the agreement. Company must submit any "proposal for adjustment" within 30 days after the date of receipt of the written order.

12.4 Company shall submit all requests for alterations, additions or deletions of the terms of this agreement to the Purchasing Agent. The Purchasing Agent shall present Company's requests to Commissioners Court for consideration.

13.0 DISPUTE RESOLUTION

13.01 When mediation is acceptable to both parties in resolving a dispute arising under this agreement, 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. Binding arbitration shall be available if agreeable to both parties. Dispute resolution available pursuant to this provision shall not be applicable to any dispute arising out or connected or relating to a claim for benefits under an Insurance Contract.

13.02 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 contract. If the Company does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, the Company 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 Company's satisfaction, Company may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Agent, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Company then has the right to be heard by Commissioners Court.

14.0 TERMINATION

14.01 Failure to carry out the County HUB Procurement Program in soliciting subcontractors for a service specific to County only is a breach of this agreement and may result in termination of this agreement after written notification to Company of the breach by the Purchasing Agent.

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

14.03 This agreement shall remain in effect until this agreement expires, or until terminated by County with forty-five (45) days written notice prior to the date of termination.

14.04 Company may terminate or modify this agreement on forty-five (45) days written notice under the following conditions:

14.04.1 If there are fewer than ten (10) employees who pay all or part of their premium for insurance coverage.

14.04.2 County does not provide Company with information that is reasonably required.

14.04.3 County fails to perform any of its obligations that relate to the Insurance Contracts

14.04.4 Company determines that there is a significant change, in the size, occupation, or age of the eligible group as a result of a reorganization of County and/or its employees.

14.05 If this agreement is terminated, Company may only terminate or modify the Insurance Contract related to a particular Covered Person on terms stated in the Insurance Contract. If Company stops offering this type of coverage to new enrollees at any time, Company may not terminate coverage to previously Covered Persons without providing these Covered Persons the option to obtain or maintain their coverage through another provider except that Company may terminate the Insurance contract related to a specific Covered Person for non-payment of premiums by that Covered Person.

14.06 Company may terminate or modify this agreement or the Insurance Contracts on ninety (90) days written notice if required to do so by law.

14.07 County reserves the right to enforce the performance of this agreement in any manner prescribed by law or deemed to be in the best interest of County in the event of breach or default of this agreement. County reserves the right to terminate this agreement immediately if Company fails to perform in accordance with it.

15.0 FORFEITURE OF AGREEMENT

15.01 Company shall forfeit all benefits of the agreement and County shall retain all performance by Company and recover all consideration or the value of all consideration, paid to Company under this agreement if:

15.01.1 Company was doing business at the time of submitting its proposal or had done business during the three hundred and sixty-five (365) day period immediately prior to the date on which its proposal was due with one or more key persons if Company has not disclosed the name of any such key person in its proposal which is expressly incorporated in this agreement; or,

15.01.2 Company does business with a key person after the date on which the proposal that resulted in this agreement due and prior to full performance of the agreement and fails to disclose the name of any such key person in writing to each member of the Commissioners Court and to the County Clerk within ten (10) days after commencing business with that key person.

16.0 WAIVER OF BREACH

16.01 Any waiver by either Company or County of a breach of this agreement is not a continuing waiver of the breach or of a subsequent breach of the same or a different provision. No official, agent, employee or representative of County may waive any breach of any term or condition of this agreement unless expressly granted that specific authority by Commissioner Court.

16.02 Any right in this agreement shall not preclude the exercise of any other right or remedy under this agreement or under any law and any action taken in the exercise of any right or remedy shall not be deemed to be a waiver of any other rights or remedies.

17.0 ASSIGNMENT

17.01 Company shall not assign any part of the services or the coverage provided under this agreement without providing written notice to the Commissioners Court at least thirty (30) days in advance of such assignment. Company may utilize its subcontractors with which it has contracted as of January 1, 2012. In addition, Company may subcontract any service it provides to the extent that the subcontracted service affects policyholders in addition to County. However, Company shall not enter into any subcontracting arrangement for any service specific to County only without the prior written approval or prior written waiver of this right of approval from County. No official, employee, agent or representative of the County may grant the right to assign any part of this agreement without prior specific authority being expressly granted by the Commissioners Court.

17.02 If a change of name is required due to actions initiated by Company, the County Purchasing Agent shall be notified immediately. No change in the obligation of Company or to Company will be recognized until it is approved by Commissioners Court.

17.03 If a subcontract for a service specific to County only is approved, Company shall make a "good faith" effort to take all necessary and reasonable steps to insure HUBs maximum opportunity to be subcontractors under this agreement. Company shall obtain county approval of all proposed HUB subcontractors through the Purchasing Agent.

18.0 ENTIRE AGREEMENT

18.01 All oral and written agreements between the parties to this agreement relating to the subject matter of this agreement that were made prior to the execution of this agreement have been reduced to writing and are contained in this agreement.

18.02 The attachments numbered and named below are made a part of this agreement, and constitute promised performances by Company and County. For matters addressed in the Insurance Contract, the Insurance Contract is controlling. For matters not addressed in the Insurance Contract, if there is any conflict between this documents and the attachments to it, the conflict must be resolved to give effect to the contents of the attachments and to disregard the conflicting portions of this document.

18.03 The Long Term Care Attachments include the following:

- Attachment LTC-1 The LTC Draft Insurance Contract and Rate Information Schedule
- Attachment LTC-2 Selected Unum Responses to County Questions

18.04 The Ethics Attachment is Attachment E-1, Affidavit and Proposer Certification Form.

19.0 NOTICE

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

19.02 The address of County for all purposes under this agreement shall be:

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

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

Honorable David A. Escamilla (or his successor in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767-1748

19.03 The address of Company for all purposes under this agreement and for all notices hereunder shall be:

Dianne Warner
National Account Manager
5840 Legacy Circle, Suite D-200
Plano, Texas 75024

With copies to:

Unum GLTC Underwriting Department
Attn: William Reid
2211 Congress Street
Portland, Maine 04122

19.04 Each party may change the address for notice to it by giving notice of the change in compliance with 19.0.

20.0 SPECIAL CONDITIONS

20.01 Despite anything else in this agreement, if Company is delinquent in the payment of property taxes to County at any time when it is invoicing for payment, Company hereby assigns

any payment to be made for services and activities provided under this agreement to the Travis County Tax Assessor-Collector for payment of delinquent taxes.

20.02 Company shall not discriminate against any County employee, Company employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition. Company shall provide all services required under this agreement in the same manner that these services would have to be provided to comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933], Family and Medical Leave Act (FILA), EEOC (Title Seven), and Texas Human Rights Commission Act if Company were an entity bound to comply with these laws.

20.03 In this section "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written contracts 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 Company 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 Company, or an agent or assignee of Contractor until the County Treasurer notifies Company in writing that the Debt is outstanding; and the Debt is paid. County may apply any funds County owes Company to the outstanding balance of Debt if the notice made under this subsection includes a statement that the amount owed by the County to Company may be applied to reduce the outstanding Debt.

20.04 Neither party is liable to the other for any delays or damages or any failure to act caused by federal or state laws or the rules, regulations, or orders of any public body or official purporting to exercise authority or control respecting the operations covered by this agreement, or caused by strikes not against the parties, actions of the elements, or acts of God and delays due to the above causes shall not be considered a breach of this agreement.

20.05 Time is of the essence in this agreement.

20.06 Company must comply with all Federal and State laws and regulations, City and County ordinances, orders, and regulations, relating in any way to this agreement.

20.07 Company must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.

20.08 Company must pay all taxes and license fees imposed by the Federal and the State Governments and their agencies and political subdivisions upon the property and business of Company.

20.09 If required under Chapter 176 Texas Local Government Code, Company shall file a completed Conflict of Interest Questionnaire in accordance with the requirements of that Chapter and update it in compliance with that Chapter. As between County and Company, Company 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.

21.0 CONSTRUCTION OF AGREEMENT

21.01 This agreement is governed by the laws of the United States of America and the State of Texas and all obligations under this agreement shall be performable in County of Travis, Texas.

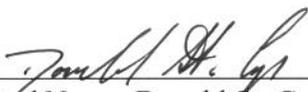
21.02 If any portion of this agreement is ruled invalid by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

21.03 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.

21.04 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 period. If the last day of any period falls on a Saturday, Sunday, or a day that County of Travis has declared a holiday for its employees, these days shall be omitted from the computation. All hours stated in this agreement are stated in Central Standard Time or Central Daylight Saving Time as applicable in Austin, Texas at that time of year.

21.05 Headings and titles 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 interpreting this agreement.

UNUM LIFE INSURANCE COMPANY OF AMERICA

By: 
Printed Name: Donald St. Cyr
Title: Assistant Vice President Long Term Care Underwriting
Its Duly Authorized Agent Date: 3/9/2012

COUNTY OF TRAVIS, TEXAS

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

APPROVED AS TO FORM: CONFIRMED: PURCHASING LAWS COMPLIANCE

County Attorney

Cyd Grimes, Travis County Purchasing Agent

CONFIRMED: FUNDS AVAILABLE

Susan Spataro, Travis County Auditor

GROUP LONG TERM CARE INSURANCE POLICY

POLICYHOLDER: County of Travis
POLICY NUMBER: 205655 001
POLICY EFFECTIVE DATE: April 1, 2012
POLICY ANNIVERSARY: April 1, 2013 and each following April 1
GOVERNING JURISDICTION: Texas

Attachment LTC-1

Unum Life Insurance Company of America (referred to as Unum) will provide benefits under the policy. Unum makes this promise subject to all the provisions of the policy.

The Policyholder should read the policy carefully and contact us promptly with any questions.

The policy is delivered in and is governed by the laws of the governing jurisdiction.

QUALIFIED LONG TERM CARE INSURANCE POLICY

The policy is intended to be a qualified long term care insurance contract under Section 7702B(b) of the Internal Revenue Code of 1986, as amended.

Signed for Unum at Portland, Maine on the Policy Effective Date.



Secretary



President

Underwritten by:
Unum Life Insurance Company of America
2211 Congress Street, Portland, Maine 04122
(207) 575-2211

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BENEFITS AT A GLANCE Long Term Care Insurance

This long term care plan pays benefits if you suffer a Chronic Illness.

POLICYHOLDER: County of Travis

**POLICYHOLDER'S ORIGINAL
PLAN EFFECTIVE DATE:** April 1, 2012

POLICY NUMBER: 205655 001

ELIGIBLE GROUP(S):

All Employees, Their Spouses/Domestic Partners, and Their Family Members, Retirees and Their Family Members

Employees must be in Active Employment with the Policyholder.

MINIMUM HOURS REQUIREMENT:

Employees must be working at least 20 hours per week.

WAITING PERIOD:

For Employees in an Eligible Group on or before April 1, 2012: None

For Employees entering an Eligible Group after April 1, 2012: Each April 1st following 30 days of continuous active employment

For Employees, you must be in continuous Active Employment in an Eligible Group during the specified Waiting Period.

You will be eligible to apply during the annual enrollment period as determined by the Policyholder.

REHIRE:

If your employment ends and you are rehired within 30 days, your prior period of work while in an Eligible Group will apply toward the Waiting Period. All other policy provisions apply.

CREDIT PRIOR SERVICE:

For Employees entering an Eligible Group while continuously employed by the Policyholder, Unum will apply your prior period of work toward the Waiting Period to determine your eligibility date.

LTC FACILITY MONTHLY BENEFIT:

For eligible Employees:

\$2,000 - \$6,000 per month in \$1,000 increments

For eligible Retirees:

\$2,000 - \$6,000 per month in \$1,000 increments

For all other eligible persons:

\$2,000 - \$6,000 per month in \$1,000 increments

BENEFIT DURATION:

Choice A
3 years

Choice B
6 years

Choice C
Lifetime

HOME CARE BENEFIT:

You may choose either Professional Home and Community Care or Total Choice Home Care, but not both.

Professional Home and Community Care

50% of the LTC Facility Monthly Benefit

Total Choice Home Care

50% of the LTC Facility Monthly Benefit

ADDITIONAL BENEFITS:

Each of the following benefit(s) is optional:

Inflation Protection - 5% Simple

ELIMINATION PERIOD:

For LTC Facility or Professional Home and Community Care Benefits: 90 accumulated days during which you were receiving this kind of care. The Elimination Period must be satisfied within a period of 730 consecutive days. Benefits begin the day after the Elimination Period is completed.

For Total Home Care: 90 accumulated days from the date that the chronic illness begins.

WHO PAYS FOR THE COVERAGE:

For eligible Employees:

You pay the cost of your coverage.

For eligible Retirees:

You pay the cost of your coverage.

For all other eligible persons:

You pay the cost of your coverage.

EVIDENCE OF INSURABILITY LIMITS:

For eligible Employees:

Evidence of Insurability will be required if you apply:

- for a Lifetime Benefit Duration; or
- more than 31 days after you were eligible for coverage.

After the initial enrollment period, you can apply for coverage with evidence of insurability by filling out the benefit election form and the Long Term Care Insurance Application. These forms can be obtained from the Policyholder.

For all other eligible persons:

You must always submit a Long Term Care Application and provide, at your own expense, Evidence of Insurability satisfactory to us.

WAIVER OF PREMIUM:

No premium payments are required for your coverage while you are receiving monthly benefit payments under this policy.

ADDITIONAL CARE BENEFIT:

Once you are eligible for a benefit payment, you will have access to Additional Care Benefits designed to assist you in living at home or in other residential housing, other than a LTC Facility. You do not need to complete the Elimination Period for an Additional Care Benefit payment to begin.

THE ADDITIONAL CARE LIFETIME MAXIMUM BENEFIT AMOUNT: \$5,000. This is in addition to your Lifetime Maximum Benefit.

OTHER FEATURES:

Bed Reservation
Respite Care
Contingent Non-Forfeiture
Continuation of Coverage

This is not intended to be a complete description of the Long Term Care policy. This policy has exclusions and limitations that may affect any benefits payable. For complete details of coverage, refer to your Certificate of Coverage.

POLICYHOLDER PROVISIONS

GENERAL INFORMATION

The entire policy for the Policyholder consists of:

- all provisions and any amendments, riders and/or attachments issued;
- the Policyholder's signed application; and
- the Certificate of Coverage.

This policy is issued in consideration of the application and the remittance of the premium. It is subject to the terms and conditions stated.

This policy may not be changed unilaterally. Only an officer or a registrar of Unum and the Policyholder can approve a change. The approval must be in writing and endorsed on or attached to this policy. No other person, including an agent, may change this policy. Any changes to this policy must be offered to each person insured under this policy at the time the change is made. The insured may accept or decline the offer.

PREMIUM RATES

The initial premium for each plan is based on the initial rates shown in the Rate Information Schedule. We may change the premium rates when the terms of this policy change or as otherwise allowed under the Guaranteed Renewable provision. The Policyholder will be notified in writing at least 60 days in advance of any premium rate increase.

INITIAL RATE GUARANTEE AND RATE CHANGES

Refer to the Rate Information Schedule.

PREMIUM DUE DATES AND PAYMENTS

Premium Due Dates are shown in the Rate Information Schedule.

The first Premium Due Date will be the Policy Effective Date. All premiums due, including any adjustments must be paid on or before the applicable Premium Due Date. Premiums must be sent to us at 2211 Congress Street, Portland, Maine 04122, or at the address designated on the bill for that purpose. Premiums are payable in U.S. currency only.

PREMIUM INCREASES AND DECREASES

Premium increases or decreases that take effect during a policy month are adjusted and due on the next Premium Due Date following the change.

If premiums are paid other than on a monthly basis, premiums for increases and decreases will result in a monthly pro-rated adjustment on the next Premium Due Date.

GRACE PERIOD

The Grace Period for the policy is the 31 consecutive days that begin with the day a premium is due. The policy will remain in effect and coverage will continue during that time.

If Unum, at its sole discretion, agrees to waive the Grace Period in any instance, such agreement will not preclude or prejudice enforcement of the Grace Period in any other instance.

POLICYHOLDER AND UNUM OBLIGATIONS

The Policyholder must provide the following information to Unum on a regular basis:

- information about Employees:

- who become eligible to be insured;
- who become ineligible for coverage;
- occupational information and any other information that may be required to manage a claim; and
- any other information within its possession that may be reasonably required.

Policyholder records that, in our opinion, have a bearing on this policy will be available for review by Unum at any reasonable time.

If the information provided is inaccurate, we will:

- use the corrected, factual information to decide whether the person can receive coverage; and
- make a fair adjustment of premium.

Clerical error or omission by us will not:

- prevent a person who is otherwise entitled to coverage or benefits from receiving such coverage or benefits;
- entitle a person to receive coverage or benefits if that person is not otherwise entitled to receive coverage or benefits;
- affect the amount of a person's coverage; or
- cause a person's coverage to begin or continue when the coverage would not otherwise be effective.

CHANGES IN THE POLICY

We reserve the right to change this policy when, in our sole discretion and subject to prior approval by the state insurance department, we deem such change necessary to:

- comply with federal or state laws or regulations applicable to this policy; or
- maintain this policy as a qualified long term care contract under Section 7702B(b) of the Internal Revenue Code of 1986, as amended.

Written notice of any such change will be provided as soon as reasonably possible to the Policyholder and, when appropriate, to certificate holders under this policy. The Policyholder may terminate this policy or a plan if the modifications are unacceptable.

POLICY TERMINATION

This policy or a plan under this policy can be terminated:

- by Unum; or
- by the Policyholder.

We may terminate this policy, by written notice of at least 45 days, if:

- the number of Employees covered under this policy falls below 10; or
- the Policyholder does not promptly report to Unum the names of any Employees who are added or deleted from the Eligible Group; or
- the premium is not paid in accordance with the provisions of this policy that specify whether the Policyholder, the Employee, or both, pay the premiums; or
- Unum determines that there is a significant change in the size, occupation or age of the Eligible Group as a result of a corporate transaction such as a merger, divestiture, acquisition, sale or reorganization of the Policyholder and/or its Employees.

We may terminate this policy if required to do so by law. In this event, we will give the Policyholder at least 90 days written notice prior to the date this policy is to be terminated. This policy will be considered terminated as of the last day of the calendar month following the 90 day written notice of termination.

The Policyholder can terminate this policy at any time if it delivers written notice to us at least 45 days before the termination date. In this event, this policy will be considered terminated as of the last day of the calendar month coincident with or next following the end of the 45 day notice period.

Termination of this policy will be without prejudice to any benefits payable to a person insured under this policy and any attached riders if eligibility for such benefits or Chronic Illness began while that person's Long Term Care insurance was in force, and continues without interruption after termination. Such extension of benefits will be limited to the duration of the payment of that person's Lifetime Maximum Benefit.

If this policy is terminated, all insured persons will have a guaranteed right to elect to continue coverage subject to the **CONTINUATION OF COVERAGE** provision.

REFUND OF PREMIUM DUE TO TERMINATION OF THE POLICY

In the event the policy is terminated by us, we will, within 30 days of the effective date of such termination, refund the premium paid for any period beyond the end of the month following the date the policy is terminated.

FAMILY MEDICAL LEAVE

Once an Employee's coverage has become effective, if that Employee is on family or medical leave of absence, we will continue the Employee's coverage under this policy in accordance with the Policyholder's human resource policy on family and medical leaves of absence. Coverage will continue if the following conditions are met:

- premiums for the Employee are paid in accordance with policy provisions; and
- the Policyholder has approved the Employee's leave of absence in writing.

Coverage will be continued for up to the greater of:

- the leave of absence period required by the federal Family and Medical Leave Act of 1993, and any amendments;
- the leave of absence period required by applicable state law; or
- the leave of absence period provided by the Policyholder's human resource policy for Employees' medical leaves for sickness or injury.

NON PARTICIPATING - DIVIDENDS NOT PAYABLE

This policy does not participate in Unum's profits or surplus earnings. No dividends will be paid at any time.

DIVISIONS, SUBSIDIARIES OR AFFILIATED COMPANIES INCLUDE:

NAME/LOCATION (CITY AND STATE)

None

RESERVE TRANSFER

In the event the Policyholder terminates its Group Long Term Care Insurance Policy with Unum and there are more than 250 in force Employee Certificates, Unum will transfer net benefit reserves for those individuals who elect coverage under another carrier's equivalent long term care program sponsored by the Policyholder that charges premiums based on the insured's age at enrollment in Unum's Policy. In order for Unum to transfer reserves, the following conditions must be satisfied, unless otherwise agreed upon at the time of transfer:

- The Policyholder must provide Unum Life Insurance Company of America with a current eligibility file, in electronic format, that lists each active employee insured under the Policy.
- The replacement carrier must assume responsibility for communicating its long term care plan and enrolling all current insureds that elect to transfer to the replacement carrier's plan.
- Communication material used by the replacement carrier and the Policyholder must offer every current insured the option of exercising Unum's Continuation of Coverage policy feature.
- Communication material used by the replacement carrier must comply with applicable regulations, and Unum must approve all material sent to current insureds for regulatory compliance and accuracy regarding Unum's Policy, its terms and conditions.
- Unum will not transfer reserves for insureds who have elected to continue coverage under Unum's Group Long Term Care Policy.
- Unum will not transfer reserves for insureds who are currently receiving benefits under the Policy.
- Unum will not transfer reserves for insureds who have not affirmatively elected to transfer coverage to the replacement carrier.

The amount of reserves transferred shall be summed over all insureds who have affirmatively elected to transfer coverage to the replacement carrier. Unum will transfer the net benefit reserve ("GAAP active life reserve"), held on those individuals electing to transfer coverage to a replacement carrier, less unamortized acquisition expenses allocated to those electing to transfer to the replacement carrier.

The net benefit reserve and unamortized acquisition expenses will be calculated using Unum's actuarial assumptions, plan design and benefits at the time of original issue of coverage. For incremental plan and benefit changes, the net benefit reserve and unamortized acquisition expenses will be based upon the actuarial assumptions in effect at that time.

There will be no expense charge for the standard transfer of data and reserves from Unum to the replacement carrier, however if special requests are made for data and information, the actual cost incurred to satisfy the special request will be deducted from the reserve amount otherwise transferred.

Underwritten by:
Unum Life Insurance Company of America
2211 Congress Street
Portland, Maine 04122

CERTIFICATE OF COVERAGE

This Certificate of Coverage is part of the entire policy. This Certificate is subject to the terms and conditions stated on the attached pages, all of which terms and conditions are part of the policy. The policy determines governing contractual provisions and is available for viewing at the Policyholder's office and will be copied for you upon request at no cost. This Certificate is evidence of your coverage under the policy. It describes the benefits, coverage, exclusions and limitations of the policy that principally affect you. This Certificate is of value to you. Please keep it in a safe place.

The policy is intended to be a qualified long term care insurance policy under Section 7702B(b) of the Internal Revenue Code of 1986, as amended.

IMPORTANT CAUTION ABOUT YOUR APPLICATION

If you were required to complete a Long Term Care Insurance Application in connection with your request to obtain coverage, the issuance of this Certificate is based upon medical and other questions you answered in your application. A copy of your Long Term Care Insurance Application was retained by you when you applied. If for any reason any of your answers are incorrect or untrue, contact us immediately at the address stated below to the attention of the Long Term Care Division. If your answers are incorrect or untrue, we may deny benefits or void your coverage. The best time to clear up any questions is now, before a claim arises.

NOTICE TO BUYER

This Certificate may not cover all the costs associated with long term care incurred by you during the period of coverage. You are advised to review carefully all policy limitations. In addition, you are advised that based on current health care cost trends, the benefits provided by your Certificate may be significantly diminished in terms of real value to you, depending on the amount of time which elapses between the date of purchase and the date upon which you first become eligible for those benefits.

This Certificate is not a Medicare Supplement Certificate. If you are eligible for Medicare, review the Guide to Health Insurance For People with Medicare available from us.

We are not representing Medicare, the federal government or any state government.

30 DAY RIGHT TO EXAMINE YOUR CERTIFICATE

You may cancel this Certificate for any reason within 30 days after it is delivered to you or your representative. Simply return this Certificate, within 30 days of its receipt, to the Policyholder's plan administrator or Unum. If this is done, this Certificate will be canceled from the beginning, and all of the premium paid will be refunded.

GUARANTEED RENEWABLE

Your coverage is Guaranteed Renewable up to the Lifetime Maximum Benefit Amount shown on your **Schedule of Benefits**. We have a limited right to change premium. This means that you have the right to continue your long term care insurance coverage in force as long as premium for your coverage is paid when it is due. If your coverage terminates for any reason other than for non-payment of premium, you will have a guaranteed right to continue your coverage subject to the **CONTINUATION OF COVERAGE** provision.

However, we reserve the right to change any or all premiums. Any change in premium must apply to all similar policies issued, on this policy form, in the state in which the policy is situated. Premiums cannot be increased because of any change in the age or health of the persons covered under the policy. Written notice will be provided to the Policyholder at least 60 days in advance of any increase in premiums.

We cannot discontinue the policy except where required by law or as a result of nonpayment of premium or other causes as described in the Policy Termination section of the policy.

EFFECTIVE DATE

For purposes of effective dates and ending dates under the group policy, all days begin at 12:01 a.m. and end at 12:00 midnight at the Policyholder's address.



Secretary



President

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Unum's toll-free telephone number for information or to make a complaint at:

1-800-321-3889

You may call Unum's toll-free telephone number for information at:

1-800-331-1538

You may also write to Unum at:

Deborah J. Jewett, Manager
Customer Relations
Unum Life Insurance Company of America
2211 Congress Street
Portland, Maine 04122

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may also write the Texas Department of Insurance
P.O. Box 149104
Austin, TX 78714-9104
FAX: (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance (TDI).

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Unum's para informacion o para someter una queja al:

1-800-321-3889

Usted puede llamar al numero de telefono gratis de Unum's para informacion al:

1-800-331-1538

Usted tambien puede escribir a Unum:

Deborah J. Jewett
Gerente de Relaciones al
Cliente
Unum Life Insurance Company of America
2211 Congress Street
Portland, Maine 04122

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas
P.O. Box 149104
Austin, TX 78714-9104
FAX: (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

WORDS THAT HAVE A SPECIAL MEANING

"Active Employment" means you are working for the Policyholder:

- on a full-time basis for earnings that are paid regularly; and
- are performing the material and substantial duties of your regular occupation; and
- are working at least the minimum number of hours as described under Eligible Group(s) in **Benefits at a Glance** for each plan.

Your work site must be:

- the Policyholder's usual place of business;
- an alternative work site at the direction of the Policyholder, including your home; or
- a location to which your job requires you to travel.

Normal vacation is considered Active Employment.

Temporary and seasonal workers are excluded from coverage.

"Activities of Daily Living" (ADLs) are:

- Bathing: washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower.
- Dressing: putting on and taking off all items of clothing and any necessary braces, fasteners, or artificial limbs.
- Toileting: getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
- Transferring: having the ability to move into or out of a bed, chair or wheelchair, or to move from one location to another, indoors and outdoors, either via walking, a wheelchair, or other means.
- Continence: the ability to maintain control of bowel or bladder function; or when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).
- Eating: feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube, or intravenously.

You will be considered able to perform the above Activities of Daily Living if you do not require the Substantial Assistance of another person to perform the ADLs.

"Adult Day Care" means a social and health-related services program provided during the day in a community group setting for the purpose of supporting the frail, impaired elderly, or other disabled adults who can benefit from care in a group setting outside the home.

We will not recognize a Family Member as an Adult Day Care provider for claims that you make to us under this Policy, unless the Family Member is a regular employee of the Adult Day Care Facility or Total Choice Home Care is shown in your **Schedule of Benefits**.

"Adult Day Care Facility" means a provider of Adult Day Care services, operated pursuant to the provisions of the Human Resources Code, Chapter 103 (concerning licensing and quality care requirements in the provision of Adult Day Care).

"Certificate" means this Certificate and any riders attached to this Certificate.

"Chronic Illness" and "Chronically Ill" mean:

- you are unable to perform, without Substantial Assistance from another individual, two (2) or more Activities of Daily Living; or
- you require Substantial Supervision by another individual to protect you from threats to your health and safety due to Severe Cognitive Impairment.

"Coverage Effective Date" means the date your coverage begins. Your Coverage Effective Date is shown on your **Schedule of Benefits**.

"Eligible Family Member" means a person ages 18 through 80 who is in a class of persons eligible for coverage as determined by the Policyholder and us and is residing in the United States, its territories or possessions and who is:

- the legally married spouse of an Employee or Retiree.
- the natural, adoptive or step parents of an Employee or spouse.
- the natural, adoptive or step grandparents of an Employee or spouse.
- the natural, adoptive or step siblings of an Employee or spouse.
- the spouse of the Employee's natural, adoptive or step siblings.
- the spouse of the Employee's spouse's natural, adoptive or step siblings.
- the natural, adoptive or step adult children of an Employee.
- the spouse of a natural, adoptive or step adult child of an Employee.
- the domestic partner of an Employee or Retiree. A domestic partner is the person named in the Employee's or Retiree's declaration of domestic partnership. The declaration must be executed and provided to the plan administrator which gives proof that the domestic partner has had the same permanent residence as the Employee or Retiree for a minimum of 6 consecutive months prior to the date insurance would become effective for that domestic partner. The Employee or Retiree must not have signed a declaration of domestic partnership with anyone else within the last 6 months of signing the latest declaration. Also the domestic partner must be least 18 years of age, competent to contract, not related by blood closer than would bar marriage, the sole named domestic partner, and not married to anyone else. The declaration of domestic partnership must be approved and recorded by the plan administrator.

If a person could be eligible both as a Family Member and as an Employee or Retiree, the person is deemed to be only eligible for coverage as an Employee or Retiree.

"Elimination Period"

If LTC Facility only is shown in your **Schedule of Benefits**:

"Elimination Period" means the number of days during which you are Chronically Ill and you are receiving services appropriate for your Chronic Illness, but no benefit is payable. The care or services must be provided in a LTC Facility.

If LTC Facility with Professional Home and Community Care is shown in your **Schedule of Benefits**:

"Elimination Period" means the number of days during which you are Chronically Ill and you are receiving services appropriate for your Chronic Illness, but no benefit is payable. The care or services must be provided in a LTC Facility; or by/through a Licensed Home Health Care Agency; in an Adult Day Care Facility; or by a Licensed Home Health Care Professional.

Each calendar week during which you receive at least one (1) day of Professional Home and Community Care Services will be counted as seven (7) days towards the completion of your Elimination Period.

If LTC Facility with Total Choice Home Care is shown in your **Schedule of Benefits**:

"Elimination Period" means the number of days during which you are Chronically Ill and you are receiving services appropriate for your Chronic Illness, but no benefit is payable. The care or services may be provided to you by anyone including a Family Member; or in a LTC Facility; or by/through a Licensed Home Health Care Agency; by a Licensed Home Health Care Professional; in an Adult Day Care Facility or by an informal caregiver.

Once you are Chronically Ill, your Elimination Period must be completed within a period of 730 days. You must satisfy your Elimination Period only once during the lifetime of the policy. The number of days in your Elimination Period is shown in your **Schedule of Benefits**.

"Employee" means a person who is employed by the Policyholder and who is in a class of persons eligible for coverage as determined by the Policyholder and is residing in the United States, its territories or possessions.

"Family Member" means you, your spouse, or domestic partner, or persons related to you, your spouse or domestic partner, including adopted, in-law and step relatives, such as a parent, grandparent, child, grandchild, brother, or sister.

"Grace Period" means the 31 days immediately following any Premium Due Date during which premium payment must be made.

"Home Care Monthly Benefit" means the selected Professional Home and Community Care or Total Choice Home Care Monthly Benefit as shown in your **Schedule of Benefits**.

"Home Health Care Services" means medical or nonmedical services provided to Chronically Ill or infirm persons in their residences. Such services may include Homemaker Services, assistance with Activities of Daily Living, Respite Care, case management services, and maintenance or personal care services provided by a home health aide.

"Homemaker Services" means assistance with activities necessary to or consistent with your ability to remain living in your residence. Homemaker Services may be provided by skilled or unskilled persons but must be provided through a Licensed Home Health Care Agency or by a Licensed Home Health Care Professional. A Family Member cannot provide Homemaker Services, unless the Family Member is a regular employee of the Licensed Home Health Care Agency or Total Choice Home Care is shown in your **Schedule of Benefits**.

"Licensed Health Care Practitioner" means any Physician, a registered professional nurse, a licensed social worker, or any other individual who meets such requirements as may be prescribed by the Secretary of Treasury.

We will consider a person to be a Licensed Health Care Practitioner only when the person is performing tasks that are within the limits of the person's license, and such tasks are appropriate to the care of your Chronic Illness. We will not recognize a Family Member as a Licensed Health Care Practitioner for claims that you make to us under the policy.

"Licensed Health Care Practitioner's Certification" means a written certification provided by a Licensed Health Care Practitioner that you are unable to perform (without Substantial Assistance from another individual) two (2) or more Activities of Daily Living for a period of at least 90 days, or that you require Substantial Supervision by another individual to protect you from threats to your health or safety due to Severe Cognitive Impairment.

"Licensed Home Health Care Agency" means a business that provides Home Health Care Services and is licensed by the Texas Health and Human Services Commission.

We will not recognize a Family Member as a Licensed Home Health Care Agency provider for claims that you make to us under this Policy, unless the Family Member is a regular employee of the Licensed Home Health Care Agency or Adult Day Care Facility or Total Choice Home Care is shown in your **Schedule of Benefits**.

"Licensed Home Health Care Professional" means a licensed therapist, a registered nurse, a licensed practical nurse, a licensed vocational nurse or a certified hospice caregiver operating within the scope of his or her license and/or certification. A Licensed Home Health Care Professional must provide services pursuant to a written Plan of Care and maintain patient records.

We will not recognize a Family Member as a Licensed Home Care Professional for claims that you make to us under the policy, unless Total Choice Home Care is shown in your **Schedule of Benefits**.

"Lifetime Maximum Benefit" means the total dollar amount of benefits that will be paid under the policy, as shown in your **Schedule of Benefits**, excluding any Additional Care Benefit. Your Lifetime Maximum Benefit will be adjusted to include any Inflation Protection increases, if applicable.

"Long Term Care Facility" (LTC Facility) means a facility (such as a nursing facility, an assisted living facility, a hospice facility, a rehabilitation facility, an Alzheimer's facility or a residential care facility) that is licensed by the appropriate federal or state agency to engage primarily in providing care and services sufficient to support your needs resulting from a Chronic Illness.

If licensing is not required, a LTC Facility must:

- provide care 24 hours a day;
- provide three (3) meals a day, including special dietary requirements;
- have an employee on duty at all times who is awake, trained and ready to provide care;
- have formal arrangements for services of a Physician or nurse in the event of a medical emergency;
- be authorized to administer medication to patients on the order of a Physician; and
- have accommodations for at least three (3) inpatients in one location; or
- be a facility that provides a formal program of care for terminally ill patients whose life expectancy is less than six (6) months, provided on an inpatient basis and directed by a Physician, such as a hospice facility; or
- be Medicare certified; or
- be a similar facility approved by us.

NOTE: If a facility has multiple licenses or purposes, a portion, ward, wing or unit thereof will qualify as a LTC Facility only if it:

- meets all of the above criteria;
- is authorized by its license, to the extent that licensing is required by law, to provide such care to inpatients; and
- is primarily engaged in providing not only room and board, but also care and services, which meet all of the above criteria.

A LTC Facility is NOT:

- a hospital or clinic;
- a sub-acute hospital or unit;
- a place which operates primarily for the treatment of alcoholism or drug addiction;
- the insured person's primary place of residence in an area used principally for independent residential living (including, but not limited to, boarding homes and adult foster care facilities); or
- a substantially similar establishment.

"LTC Facility Monthly Benefit" means the LTC Facility Monthly Benefit amount shown in your **Schedule of Benefits**.

"Physician" means a doctor of medicine or osteopathy licensed to practice medicine and surgery by the state in which he or she performs such function or action.

We will consider a person to be a Physician only when the person is performing tasks that are within the limits of the person's medical license, and such tasks are appropriate to the care of your Chronic Illness. We will not recognize a Family Member as a Physician for claims that you make to us under the policy.

"Plan of Care" means a written plan prescribed by a Licensed Health Care Practitioner, based upon an assessment that evaluates your level of functional capacity. The Plan of Care must describe the necessary services to be performed, the frequency, the type of care, and the most appropriate providers for such care. The care described must be in accordance with acceptable medical and nursing standards of practice and must be appropriate for your Chronic Illness.

"Policyholder" means the entity to which the policy is issued.

"Policy Effective Date" means the date the policy begins. The Policy Effective Date is shown on the face page of the policy.

"Professional Home and Community Care Monthly Benefit" means the Professional Home and Community Care Monthly Benefit amount shown in your **Schedule of Benefits**.

"Professional Home and Community Care Services" means Qualified Long Term Care Services provided to you for at least one (1) hour or more per day by/through a Licensed Home Health Care Agency, by a Licensed Home Health Care Professional, or in an Adult Day Care Facility.

Professional Home and Community Care Services include:

- nursing care;
- physical, respiratory, occupational or speech therapy;
- Homemaker Services;
- hospice care; or
- other services pursuant to your Plan of Care.

Professional Home and Community Care Services does not include:

- care or services provided by a Family Member directly or through a Licensed Home Health Care Agency, an Adult Day Care Facility or by a Licensed Home Health Care Professional unless the Family Member is a regular employee of the Licensed Home Health Care Agency or Adult Day Care Facility; or
- care or services provided by a Family Member who is a Licensed Home Health Care Professional; or
- care in LTC Facility or in an acute care hospital or other location excluded by the policy.

"Qualified Long Term Care Services" means necessary diagnostic, preventive, therapeutic, curing, treating, mitigating and rehabilitative services, and maintenance or personal care services that are required by you. The services must be for your Chronic Illness and provided pursuant to a written Plan of Care; and you must obtain a Licensed Health Care Practitioner's Certification. You must be receiving Qualified Long Term Care Services in a Long Term Care (LTC) Facility or, if selected, receiving a Home Care Monthly Benefit.

"Respite Care" means short-term or periodic Qualified Long Term Care Services which are required to maintain your health or safety and to give temporary relief to your primary informal caregiver from his or her caregiving duties.

"Retiree" means a person who is a retired Employee of the Policyholder who is in a class of persons eligible for coverage as determined by the Policyholder and us.

"Severe Cognitive Impairment" means a severe deterioration or loss in your short or long term memory; your orientation as to person, place, or time; or your deductive or abstract reasoning as reliably measured by clinical evidence and standardized tests. Such loss can result from a sickness, injury, advanced age, Alzheimer's disease, or similar form of dementia.

"Substantial Assistance" means stand-by or hands-on assistance without which you would not be able to safely and completely perform the ADL. Stand-by assistance means the presence of another person within arm's reach of you while you are performing the ADL. Hands-on assistance means physical assistance (minimal, moderate, or maximal) without which you would not be able to perform the ADL.

"Substantial Supervision" means continual supervision (which may include cueing by verbal prompting, gestures or other demonstrations) by another individual for the purpose of protecting you from threats to your health or safety.

"Temporary Layoff or Leave of Absence" means you are temporarily absent from Active Employment for a period of time that has been agreed to in advance in writing by the Policyholder.

Your normal vacation time or any period of Chronic Illness is not considered a Temporary Layoff or Leave of Absence.

"Total Choice Home Care Monthly Benefit" means the Total Choice Home Care Monthly Benefit amount shown in your **Schedule of Benefits**.

"Total Choice Home Care Services" means Qualified Long Term Care Services provided to you by anyone including a Family Member, by/through a Licensed Home Health Care Agency, by a Licensed Home Health Care Professional, in an Adult Day Care Facility or by an informal caregiver.

Total Choice Home Care Services include:

- nursing care;
- physical, respiratory, occupation or speech therapy;
- Homemaker Services;
- hospice care; or
- other services pursuant to your Plan of Care.

Total Choice Home Care Services does not include:

- care in a LTC Facility;
- care in an acute care hospital; or
- care in other locations excluded by this policy.

The terms "you" and "your" refer to the insured named in your **Schedule of Benefits**. The insured cannot be changed.

"Unum", "we", "us", and "our" mean Unum Life Insurance Company of America.

THE CERTIFICATE OF COVERAGE

This Certificate is a written statement prepared by Unum and may include attachments. It tells you:

- the coverage to which you may be entitled;
- to whom Unum will make a payment;
- the limitations, exclusions and requirements that apply within a plan.

ELIGIBILITY FOR COVERAGE

Employee

If you are working for the Policyholder in an Eligible Group, the date you are eligible for coverage is the later of:

- the Policy Effective Date; or
- the day after you complete your Waiting Period.

Eligible Family Members

If you are an Eligible Family Member, you will be eligible to apply for coverage on the later of:

- the Policy Effective Date; or
- the date the Employee is eligible to apply for coverage.

Retiree

If you are a Retiree of the Policyholder, you will be eligible to apply for coverage any time on or after the Policy Effective Date.

Although you may be eligible for coverage, your coverage will not begin until the date shown on your **Schedule of Benefits**, subject to the timely payment of premium for your coverage.

APPLICATION AND ENROLLMENT FOR COVERAGE

Employee

During your initial enrollment period, you can enroll for coverage without completing a Long Term Care Insurance Application for amounts that do not exceed the Evidence of Insurability limits as shown in the **Benefits at a Glance**. Simply complete a benefit election form. You can obtain a benefit election form from the Policyholder's plan administrator.

If the Policyholder pays the full amount of premium for your coverage, you do not need to enroll for coverage. However, you may need to enroll for coverage, by completing a benefit election form, when you pay all or a portion of the premium.

If you enroll for coverage after your initial enrollment period, you may be required to complete a Long Term Care Insurance Application in addition to the benefit election form.

Retiree, Eligible Family Members

You can apply for coverage with Evidence of Insurability at any time after the date you become eligible for coverage by completing the benefit election form and the Long Term Care Insurance Application. These forms can be obtained from the Policyholder or Unum.

COVERAGE EFFECTIVE DATE

Your coverage will begin at 12:01 a.m. on the latest of:

- the date you are eligible for coverage if we have received your benefit election form, and you applied for coverage on or before that date;

- the date you are eligible for coverage if we have received your benefit election form, and you applied for coverage within 31 days after your eligibility;
- the date Unum approves your Long Term Care Insurance application if Evidence of Insurability is required.

Your Coverage Effective Date will be the date shown in your **Schedule of Benefits** subject to the timely payment of premium for your coverage.

WHEN COVERAGE WILL BE DELAYED FOR EMPLOYEES

For Employees, if you are absent from work due to injury, sickness, Temporary Layoff or Leave of Absence on your Coverage Effective Date, coverage will not begin until you return to work in Active Employment and we receive premium for your coverage.

TEMPORARY ABSENCE FROM WORK ONCE COVERAGE HAS BEGUN FOR EMPLOYEES

For Employees, if you are on a Temporary Layoff, and if premium is paid, you will be covered through the end of the month that immediately follows the month in which your Temporary Layoff begins.

For Employees, if you are on a Leave of Absence, and if premium is paid, you will be covered through the end of the month that immediately follows the month in which your Leave of Absence begins.

INCREASES IN COVERAGE

After your coverage is in force, you can apply to increase coverage, based on the benefits available as shown in the **Benefits at a Glance**, by sending us a new benefit election form and a Long Term Care Insurance Application.

No increased or additional coverage will become effective unless we approve your Long Term Care Insurance Application for such change. If we approve your changes in coverage, you must pay the new premium due. You will be notified of the new premium due amount and the date it is due.

You may apply for increases in coverage annually. Premiums currently charged may be adjusted due to changes or increases in coverage. Upon approval, the change(s) you requested will replace existing benefit option(s) or your benefit duration.

DECREASES IN COVERAGE

You have the right to reduce your coverage and lower your premium, based on the benefits available as shown in the **Benefits at a Glance**, in at least one of the following ways:

- (a) reducing your maximum benefit amount; or
- (b) reducing your monthly benefit amount.

You can decrease your coverage at any time by sending us a new benefit election form. Premium currently charged may be adjusted due to changes or decreases in coverage. Your **Schedule of Benefits** will reflect your new premium amount and the date it is due.

TERMINATION OF BENEFITS

Your benefit payments under the policy will end on the earliest of:

- the day after you are no longer Chronically Ill;
- the day after the expiration of your Licensed Health Care Practitioner's Certification;
- the day after you are no longer receiving Qualified Long Term Care Services;
- the day after your Lifetime Maximum Benefit has been reached;
- the day after you die.

TERMINATION OF COVERAGE

Your coverage will terminate on the earliest of:

- the day after your Lifetime Maximum Benefit has been reached;
- the day after the end of your Grace Period, if premiums for your coverage are not paid within the Grace Period, subject to the notification of lapse;
- the day after we receive your written notification that you wish to cancel your coverage; or
- the day after you die.

Your coverage will also terminate on the earliest of the following events:

- the date the group policy terminates; or
- the date you are no longer in an Eligible Group with the Policyholder; or
- the day after the pay period ends for which premiums were last paid to us by the Policyholder for your coverage;

unless you elect to continue your coverage under the Continuation of Coverage provision.

CONTINUATION OF COVERAGE

If you are no longer eligible for coverage as an Employee or Retiree your continued coverage will remain in force under the existing group policy. If the existing group policy terminates, your coverage may be continued subject to the terms of this certificate. Your continued coverage will remain in force as long as you continue timely payment of premium when due. You must pay premium directly to Unum for your continued coverage.

If you did not apply for coverage during the time you were otherwise eligible to apply for coverage, or if you were not approved for coverage during the time you were otherwise eligible for coverage, you are not eligible to apply for Continuation of Coverage.

You may not elect to continue coverage if you are not insured under the group policy on the date the group policy terminates.

The premium rate schedule for continued coverage may change in the future, depending on:

- the overall use of the benefits by all insured persons; or
- changes in the benefit levels or other risk factors.

Any such change will be made for all insureds in the same class.

You may make changes to your continued coverage at any time. Changes must be based on the current Benefit Options available under the group policy from which you terminated. To change your coverage, you must contact Unum's home office for assistance. You will need to complete the necessary forms which may include a Long Term Care Insurance Application.

STATEMENTS

We consider any statements you make for insurance in any signed application for coverage to be complete and true to the best of your knowledge and belief. In the absence of fraud, all statements made in any application are considered representations and not warranties (absolute guarantees). If any of these statements are not complete and/or not true at the time they were made, we can, in accordance with the **INCONTESTABILITY** provision:

- reduce or deny any claim; or
- terminate your coverage from the original effective date.

No such statements made by you will be used to deny a claim unless a copy of your statements has been given to you.

INCONTESTABILITY

If your coverage has been in force for less than two (2) years, we may rescind your coverage or deny any otherwise valid long term care insurance claim upon a showing of misrepresentation and intent to deceive in your application for insurance.

After two (2) years from the date of issue of your coverage, no misstatements, except fraudulent misstatements made by you in your application for such coverage shall be used to void your coverage or to deny a claim for loss incurred or Chronic Illness commencing after the expiration of such two-year period.

If we have paid benefits under the policy, the benefit payments may not be recovered by us in the event that the coverage is rescinded unless the rescission is due to your fraudulent misstatements.

WORKERS' COMPENSATION OR STATE DISABILITY INSURANCE

The policy does not replace or affect the requirements for coverage by any workers' compensation or state disability insurance.

AGENT

For all purposes of the policy, the Policyholder acts on its own behalf or as your agent. Under no circumstances will the Policyholder be deemed our agent.

BENEFIT PROVISIONS

ELIGIBILITY FOR BENEFITS

You will be eligible for a benefit if, on or after the effective date of your coverage and while your coverage is in effect, you become Chronically Ill.

LIMITATIONS AND CONDITIONS FOR PAYMENT OF BENEFITS

To receive benefits under the policy, the following conditions must be met:

- you must satisfy the Elimination Period, if applicable;
- you must be receiving Qualified Long Term Care Services;
- the treatment for your Chronic Illness must be provided pursuant to a written Plan of Care; and
- we must approve your claim.

The policy is intended to be a qualified long term care insurance policy under Section 7702B(b) of the Internal Revenue Code of 1986, as amended. You must also provide us a Licensed Health Care Practitioner's Certification that you are unable to perform (without Substantial Assistance from another individual) two (2) or more Activities of Daily Living for a period of at least 90 days, or that you require Substantial Supervision by another individual to protect you from threats to your health or safety due to Severe Cognitive Impairment.

You will be required to submit a Licensed Health Care Practitioner's Certification every 12 months.

A benefit will become payable once all these requirements are met.

LIMITATIONS ON PAYMENT OF BENEFITS

We will not pay benefits in excess of the coverage you chose as shown in your **Schedule of Benefits**. Benefits paid will reduce your Lifetime Maximum Benefit, and will no longer be available once your Lifetime Maximum Benefit has been reached. We will not pay benefits for Qualified Long Term Care Services you receive during the Elimination Period, except as described in the Respite Care Benefit and the Additional Care Benefit provisions. The policy only pays benefits if you are receiving Qualified Long Term Care Services.

BENEFIT PAYMENT

If you are eligible for a LTC Facility Monthly Benefit:

You must give us proof that you are receiving Qualified Long Term Care Services in a LTC Facility before a LTC Facility Monthly Benefit will be paid. If you are eligible for benefits for a period of less than one (1) month, we will pay you 1/30th of the LTC Facility Monthly Benefit for each day that you are Chronically Ill and receiving Qualified Long Term Care Services in a LTC Facility.

The amount of your LTC Facility Monthly Benefit is shown in your **Schedule of Benefits**.

If you selected, and you are eligible for, a Professional Home and Community Care Monthly Benefit:

We will pay 1/30th of the Professional Home and Community Care Monthly Benefit shown in your **Schedule of Benefits** for each day you are receiving Professional Home and Community Care Services. Professional Home and Community Care Services you receive may be provided anywhere other than a LTC Facility, acute care facility or other location excluded by the policy.

You must give us written proof indicating days of Professional Home and Community Care Services provided to you before a benefit will be paid. We will also require a copy of the Licensed Home Health Care Agency's state license, if applicable or the Licensed Home Health Care Professional's state license to practice in his/her respective field prior to payment of benefits.

If you selected, and you are eligible for, a Total Choice Home Care Monthly Benefit:

If you receive Total Choice Home Care Services during the entire month, we will pay the Total Choice Home Care benefit as shown in your **Schedule of Benefits**.

If you receive Total Choice Home Care services for less than one entire month, we will pay 1/30th of the Total Choice Home Care Monthly Benefit shown in your **Schedule of Benefits** for each day after the first day on which you are receiving Total Choice Home Care Services or until the last day on which you are receiving Total Choice Home Care Services. Total Choice Home Care Services you receive may be provided anywhere other than a LTC Facility, acute care facility or other location excluded by the policy.

BED RESERVATION BENEFIT

If you are receiving a LTC Facility Monthly Benefit and your stay in the LTC Facility is interrupted due to a stay in an acute care facility, or due to a temporary absence, and a charge is made to reserve your LTC Facility accommodations, you will be eligible for a Bed Reservation Benefit. We will pay you 1/30th of the LTC Facility Monthly Benefit for each day you are absent from the LTC Facility:

- up to 90 days per calendar year if your absence is due to a stay in an acute care facility; or
- up to 30 days per calendar year for a temporary absence not related to a stay in an acute care facility.

In no event will the total number of Bed Reservation days exceed 90 days per calendar year. Bed Reservation payments will reduce your Lifetime Maximum Benefit, and will no longer be available once your Lifetime Maximum Benefit has been reached.

If your stay in a LTC Facility is interrupted while you are satisfying your Elimination Period, such days will be used to help satisfy your Elimination Period.

RESPIRE CARE BENEFIT

If you are Chronically Ill and receiving Respite Care, but you are not receiving a LTC Facility Monthly Benefit or a Home Care Monthly Benefit, if your coverage includes home care, you will be eligible to receive Respite Care. The Respite Care Benefit you will receive is equal to 1/30th of your LTC Facility Monthly Benefit for each day you have Respite Care for up to 21 days each calendar year. You do not need to complete your Elimination Period for Respite Care payments to begin, and the days you are receiving Respite Care will count toward satisfying your Elimination Period.

Respite Care can be provided in your home, an LTC Facility, an Adult Day Care Facility or a similar facility approved by us. Such payments will reduce your Lifetime Maximum Benefit, and will no longer be available once your Lifetime Maximum Benefit has been reached.

INTERNATIONAL BENEFITS

If you have selected a Home Care Monthly Benefit, we will pay International Benefits on an indemnity basis, if you qualify under the conditions defined in this provision.

ELIGIBILITY FOR INTERNATIONAL BENEFITS

You will be eligible for International Benefits if, after the effective date of your coverage and while your coverage is in effect, you become Chronically Ill.

CONDITIONS FOR PAYMENT OF INTERNATIONAL BENEFITS

To receive International Benefits under this Certificate, the following conditions must be met:

- you must satisfy the Elimination Period;

- you must be receiving Qualified Long Term Care Services while traveling or residing outside of the United States, its territories or possessions or Canada;
- the treatment for your Chronic Illness must be provided pursuant to a written Plan of Care; and
- we must approve your claim.

The policy is intended to be a qualified long term care insurance policy under Section 7702B(b) of the Internal Revenue Code of 1986, as amended. You must also provide us a Licensed Health Care Practitioner's Certification that you are unable to perform (without Substantial Assistance from another individual) two (2) or more Activities of Daily Living for a period of at least 90 days, or that you require Substantial Supervision by another individual to protect you from threats to your health or safety due to Severe Cognitive Impairment.

You must obtain and provide us with any required supporting documentation. All required documentation must be provided to us in English. We reserve the right to require that you provide us with updated documentation and information at reasonable intervals. However, we will not require updates more frequently than monthly.

We reserve the right to obtain an interpreter, if necessary, and to determine who the interpreter will be.

If you are receiving International Benefits under this Certificate, you cannot be receiving any other benefits under this Certificate for the same time period. Coverage for the Additional Care, Respite Care or Bed Reservation provisions are not available outside the United States, its territories or possessions or Canada.

LIMITATIONS ON PAYMENT OF INTERNATIONAL BENEFITS

We will not pay benefits in excess of the amounts shown in your **Schedule of Benefits**. Benefits paid will reduce your Lifetime Maximum Benefit and will no longer be available once your Lifetime Maximum Benefit has been reached.

INDEMNITY BENEFIT FOR PAYMENT OF INTERNATIONAL BENEFITS

The Indemnity Amount we will pay for International Benefits is equal to 75% of the Home Care Monthly Benefit shown in your **Schedule of Benefits**. Any International Monthly Benefit will be paid in United States currency. You may not assign the Indemnity Benefit.

TOTAL LIFETIME INTERNATIONAL BENEFITS AVAILABLE

The Total Lifetime International Benefit payment will be the lesser of:

- your Lifetime Maximum Benefit; or
- 72 months.

WORDS THAT HAVE A SPECIAL MEANING FOR THIS PROVISION

"Indemnity Amount" means the total monthly benefit available to you regardless of the actual charges you incur. This benefit will be paid to you if you are eligible under this Certificate for International Benefits. You must be receiving Qualified Long Term Care Services in order to receive the Indemnity Benefit.

"International" means any location outside the United States, its territories or possessions or Canada.

"International Benefit" means 75% of the Home Care Monthly Benefit shown in your **Schedule of Benefits**. This benefit will be paid to you regardless of who provides the care or where the care is provided, except for locations excluded by this Certificate.

EXTENSION OF BENEFITS

Termination of coverage will be without prejudice to any benefits payable under the policy and any attachments (if applicable), if eligibility for such benefits or Chronic Illness began while your coverage was in force. Benefits will continue without interruption. Such extension of benefits will be limited to the duration of the payment of your Lifetime Maximum Benefit.

LEGAL ACTION

No one may start legal action to recover on the policy until 60 days after written Proof of Claim has been given to us. Legal action must be started within four (4) years after the written Proof of Claim is furnished.

LIMITATIONS AND EXCLUSIONS

PLAN EXCLUSIONS

We will not provide benefits for:

- a Chronic Illness caused by war or any act of war, whether declared or undeclared, that occurs while your coverage is in force.
- a Chronic Illness caused by intentionally self-inflicted injuries or attempted suicide, while sane.
- a Chronic Illness caused by the participation in a felony, riot or insurrection.
- a Chronic Illness caused by alcoholism or drug addiction.
- any period of time while you are Chronically Ill and you are confined in a hospital, other than if you are confined to a LTC Facility that is a distinctly separate part of a hospital. This exclusion does not apply to those periods covered under the Bed Reservation Benefit.

OTHER SERVICES

ADDITIONAL CARE BENEFIT

Once you are eligible for a benefit payment you will have access to Additional Care designed to assist you in living at home or in other residential housing. You do not need to complete your Elimination Period for an Additional Care Benefit payment to begin. The Additional Care must be:

- appropriate for your Chronic Illness and conform with generally accepted medical standards;
- provided pursuant to a written Plan of Care;
- recommended by a Licensed Health Care Practitioner; and
- approved by us prior to receipt of Additional Care.

Payment of Additional Care Benefits will be coordinated with other insurance and/or Medicare.

We will require verification of Additional Care received. We will pay the actual expenses you incur for Additional Care, up to the Additional Care Benefit Lifetime Maximum. The Additional Care Benefit Lifetime Maximum is shown in the **Schedule of Benefits**.

The Additional Care Benefit:

- will be subject to written mutual agreement between you and us;
- may only be used for Additional Care as described under the policy;
- will not prejudice any payable claim for a covered Chronic Illness under the policy;
- will be restored under the Restoration of Benefits provision, if purchased;
- will reduce your Additional Care Benefit Lifetime Maximum;
- will not increase under any Inflation Protection benefit, if purchased; and
- will no longer be available once your Additional Care Benefit Lifetime Maximum has been reached.

If for any reason you do not wish to receive Additional Care, your benefits will continue according to the provisions of the policy.

WORDS THAT HAVE A SPECIAL MEANING IN THIS SECTION

"Additional Care" means special services, equipment or Caregiver Training designed to assist you in living at home or in other residential housing. Additional Care may include but is not limited to the following:

- assistance in locating long term care providers and caregivers in your area (this service is also available even if you are not eligible for benefits);
- assistance with arranging a visit from a Licensed Health Care Practitioner of your choice who will develop your Plan of Care;
- a visit from a home safety expert who will evaluate your residence and offer suggestions for increased personal safety;
- purchase or rental of a medical alert service;
- purchase or rental of durable medical equipment;
- home modifications for your support; or
- Caregiver Training.

"Additional Care Benefit Lifetime Maximum" means the total dollar amount of benefits that will be paid as Additional Care Benefit under the policy, as shown in your **Schedule of Benefits**.

"Caregiver Training" means the training of an informal caregiver to care for you in your home or in other residential housing. An informal caregiver may be a Family Member, relative or friend. We will not pay for training someone who is a Licensed Home Health Care Professional. Training can occur while you are confined in a hospital or a LTC Facility, if the training will make it possible for you to return to your home or to other residential housing where you will be cared for by the informal caregiver who received the training.

CLAIM INFORMATION

NOTICE OF CLAIM

You must notify us of your claim at our home office within 90 days of the date you experience a loss. The notice should include your name and the policy number. If it is not possible for you to give us notice within this time period, it must be given as soon as reasonably possible.

CLAIM FORM

We will send you our initial claim form and Authorization to Disclose Information when we receive your notice of claim. If you do not receive our forms within 15 days after notice of claim is given, you can send us written proof of claim without waiting for the forms.

HOW TO FILE A CLAIM

You or your authorized representative must fully complete the claim form, attaching additional pages if more space is needed, to fully describe your condition and care needs. The claim form and Authorization to Disclose Information must be signed by you, or by your authorized representative (such as a person to whom you have granted Power of Attorney).

PROOF OF CLAIM

You must give us initial proof of claim, at your expense, no later than 90 days after the date your loss begins. If it is not possible for you to give proof within this time limit, we will not reduce or deny your claim if proof is given as soon as reasonably possible. However, proof of claim must be given no later than one (1) year after the time proof is otherwise required, unless you are legally incapacitated.

The proof of your claim must include:

- the date your Chronic Illness began;
- the cause of your Chronic Illness;
- the extent of your Chronic Illness; including restrictions and limitations preventing you from performing the ADLs;
- a Licensed Health Care Practitioner's Certification;
- a copy of your Plan of Care;
- a Physician's statement and/or copies of relevant medical records from any Physician or health care provider involved in your care;
- the name and address of any hospital or institution where you received treatment, and/or the name and address of any health care provider who treated you, including all attending Physicians; and
- verification of care or services provided.

In addition to the claim form and the Authorization to Disclose Information, we may require, at our expense, that you or your caregiver provide or participate in one (1) or more of the following as proof of claim:

- an Assessment;
- a personal interview with you or review of your records by our representative at such time and with such frequency as we reasonably require;
- an independent medical examination or functional capacity evaluation. This may include related tests, as are reasonably necessary to the performance of the examination or evaluation by a Physician or specialist, appropriate for the condition at such time and place and with such frequency as we reasonably require. We reserve the right to select the examiner. We will pay for the examination, including the costs associated with your travel to the examination, if the examination cannot be conducted locally; and /or
- such other proof as we may deem necessary.

"Assessment" means a personal interview of you, done by us or our representative, to assist in the determination of your Chronic Illness at the time of your claim.

We reserve the right to request additional information necessary to our claim determination from you, your Physician, or other health care providers. You must promptly sign and return any forms we require in order to process your claim.

We will request proof of continued Chronic Illness or an updated written Plan of Care at intervals determined by us, but no more frequently than every 90 days.

You will also be required to submit a Licensed Health Care Practitioner's Certification every 12 months, as required under Section 7702B(b) of the Internal Revenue Code of 1986, as amended.

You or your representative(s) must respond within 30 days of the request for an updated Plan of Care, proof of continued Chronic Illness or additional information for us to continue to evaluate and process your claim. We reserve the right to deny your claim or stop sending you payments if the appropriate information is not submitted.

You or your representative(s) must notify us immediately when you are no longer Chronically Ill or you are no longer receiving Qualified Long Term Care Services.

WHEN CLAIMS ARE PAID

Benefits payable under the policy will be paid immediately for each day for which you were entitled to benefits during the prior month. Benefit payments will end as provided in the **TERMINATION OF BENEFITS** provision.

TO WHOM CLAIMS ARE PAID

All benefits are payable directly to you unless at the time of claim you or your authorized representative have requested in writing that payment be made otherwise.

If you are eligible to receive a benefit and you die prior to receiving the benefit payment, any remaining benefits that are owed to you will be payable to your probate estate, if one has been established. In the event that there is no probate estate, the remaining benefits will be paid, at our option, to your Family Member or to another recipient deemed by us to be entitled to such benefits. If we pay benefits in good faith under this provision, we will have satisfied our obligations under the policy and will not have to pay such benefits again.

CLAIM OVERPAYMENT

If for any reason benefits have been paid for a period for which you were not entitled to benefits, repayment of the overpayment must be made to us within 45 days of the notice to you or your representative. We may recover any amounts not repaid by offsetting them against any amounts otherwise payable to you under the policy or by other reasonable means, such as billing you or pursuing recovery through legal action.

CLAIM DENIAL

If your claim is denied, we shall make available all information directly relating to such denial within 60 days of the date of your written request, unless such disclosure is prohibited under state or federal law.

RIGHT OF APPEAL

You have the right to appeal any claim decision. Your appeal must be in writing and must be sent to us within 90 days of your denial notice.

We will notify you in writing if a claim or any part of a claim is denied. The denial letter will state:

- the specific reason(s) for the denial with reference to the applicable policy provision(s);
- a description of any additional material or information that is necessary to complete the claim;

- an explanation of why the additional material or information is necessary;
- a statement describing your access to documents; and
- a statement describing your appeal and legal rights to bring suit.

If you are not satisfied with the reason for the denial, you or your authorized representative may ask to have the claim reviewed by us. Your appeal must be in writing and should include all supporting materials or information that will help us to review the claim. We will review your appeal and all new information submitted, and notify you or your representative of our decision within 60 days of receiving the appeal. If special circumstances require an extension of time for processing, you will be notified of the reasons for the extension and the date by which we expect to make a decision. A decision shall be made no later than 120 days following receipt of the initial request for review. We can extend the time periods if we have not received needed information from you. In some cases, we may request that you provide additional information to assist in the review.

You or your authorized representative may request copies of those documents that are relevant to your claim.

GENERAL INFORMATION

PREMIUM DUE DATES AND PAYMENTS

All premiums due for your coverage, including any adjustments, must be paid on or before the applicable Premium Due Date. Premium must be sent to us at 2211 Congress Street, Portland, Maine 04122 or at the address designated on the bill for that purpose. Premiums are payable in U.S. currency only.

GRACE PERIOD

The Grace Period for coverage that is billed directly to you and/or your designated representative is the 45 consecutive days that begin with the day a premium is due. Your coverage will remain in effect during the Grace Period. Termination will not prejudice any payable claim for a covered loss that begins prior to the termination of coverage.

If Unum, at its sole discretion, agrees to waive your Grace Period in any instance, such agreement will not preclude or prejudice enforcement of your Grace Period in any other instance.

UNINTENTIONAL LAPSE FOR DIRECT BILLED COVERAGE

When you applied for this coverage, you were given the opportunity to designate at least one (1) person, in addition to yourself, who is to receive notice of lapse or termination of your coverage for nonpayment of premium. Designation does not constitute acceptance of any liability by the third party for services provided to you. You will be notified of your right to change this written designation no less often than once every two (2) years.

Your coverage will not lapse or be terminated for nonpayment of premium unless we notify you, and those persons designated by you (if any) to receive notice of lapse or termination, at least 30 days before the effective date of lapse or termination. Notice will be given by first class United States mail, postage prepaid. Notice will not be given until 30 days after a premium is due and unpaid and will be deemed to have been given as of five (5) days after the date of mailing. However, termination of your coverage will not prejudice any payable claim for a covered loss which begins prior to policy termination.

If premium payment for your coverage changes from payroll deducted to direct billed, you will have 60 days after you are no longer on the payroll deduction plan to designate at least one (1) person, in addition to yourself, to receive notice of lapse or termination of your coverage for nonpayment of premium.

REINSTATEMENT

If your coverage terminates because a premium is not paid by the end of the Grace Period, you may request to reinstate your coverage at any time within six (6) months after the policy's termination date. In order to reinstate coverage, the following requirements must be met:

- you must complete a Long Term Care Insurance Application;
- we must approve your Long Term Care Insurance Application; and
- you must pay all unpaid premium.

If we approve your reinstatement application, we will reinstate your coverage as of the date it was terminated and all of its terms and conditions will apply. If we issue a prepayment agreement and do not approve or disapprove your Long Term Care Insurance Application within 45 days from the date of the prepayment agreement, we will reinstate your coverage on that 45th day. The effective date of the reinstatement will be the date your coverage terminated.

The reinstated coverage WILL NOT exclude any Chronic Illness by name or description except those listed in the policy under the **LIMITATIONS AND EXCLUSIONS** provision.

The time periods under the **INCONTESTABILITY** provision will apply to coverage that is reinstated under this provision, and will be measured from the reinstatement date.

REINSTATEMENT OF TERMINATED COVERAGE DUE TO CHRONIC ILLNESS

If you become Chronically Ill and your coverage terminates because a premium is not paid by the end of the Grace Period, you may request to reinstate your coverage at any time within six (6) months after the policy's termination date.

In order to reinstate your coverage, you must provide proof that you are Chronically Ill and you must pay all unpaid premium.

If you meet these requirements, we will reinstate your coverage on the date your coverage terminated and all the terms and conditions of the policy will apply.

The reinstated coverage **WILL NOT** exclude any Chronic Illness by name or description except those listed in the policy under the **LIMITATIONS AND EXCLUSIONS** provision.

The time periods under the **INCONTESTABILITY** provision will apply to coverage that is reinstated under this provision, and will be measured from the reinstatement date.

REINSTATEMENT AFTER MILITARY SERVICE

You have the right to place your coverage in suspension while you are on a Leave of Absence from the Policyholder for active military service. "Suspension" is a process of placing your coverage on inactive status. No premium payments are required while coverage is suspended, but there is no coverage during that period of time. A request to suspend coverage due to entering full-time, active military service must be made in writing and include the policy number.

If the duration of your active military service is five (5) years or less and you return to Active Employment with the Policyholder within 90 days of the end of that service, your coverage will be reactivated without evidence of insurability so long as the policy remains in force. You must complete a written election to reinstate and pay the required premium.

If you do not terminate your full-time active duty within five (5) years from the date your coverage was suspended, or you do not reactivate your coverage within 90 days following your return to Active Employment with the Policyholder, your coverage will be deemed terminated as of the date suspension began. If your coverage has terminated, you may re-apply for coverage with evidence of insurability by filling out the benefit election form and the Long Term Care Insurance Application so long as the policy remains in force.

WAIVER OF PREMIUM

After you have satisfied your Elimination Period, and while you are receiving benefits under the policy and any attachments, we will waive premium payments. However, premium payments will not be waived if you are only receiving Respite Care Benefits or Additional Care Benefits.

If benefits are no longer payable, you must resume premium payments. We will notify you of the amount of your next premium payment and the date it is due.

RETURN OF PREMIUM AFTER DEATH

If you die while insured under the policy, we will return any pro rata portion of your premium paid covering the period after your death. The return of premium will be made within 30 days after we receive written notice of your death. Payment will be made to your estate.

RETURN OF PREMIUM DUE TO CANCELLATION OF COVERAGE

In the event your coverage under the policy is cancelled by you, we will, within 30 days of the effective date of such cancellation, return the premium paid for any period beyond the end of the month following the date of cancellation of coverage. The cancellation date will be determined as the date written notification was received by us. The return of premium will be made after we receive written notice of your cancellation request.

CONTINGENT NON-FORFEITURE

If your premium rates increase to a level which results in a cumulative percentage increase in your annual premium over your initial annual premium, that is greater than or equal to the percentage shown in the chart below based on your original issue age, you may choose to do one (1) of the following:

- (a) continue to pay the required premium;
- (b) reduce your benefits provided by the current coverage without the requirement of underwriting so that your required premium payments are not increased;
- (c) elect to convert your coverage within 120 days of the premium increase effective date to a paid up status with Contingent Non-Forfeiture; or
- (d) terminate your group coverage within 120 days of the premium increase effective date and be automatically converted to Contingent Non-Forfeiture.

The percentage increase in premium does not include increases to premium due to changes you request be made to your Long Term Care insurance coverage.

If you stop making premium payments under (c) or (d) above, this means that the Certificate will continue automatically with the same level of benefits, except for a reduction in your Lifetime Maximum Benefit. Your Lifetime Maximum Benefit under this provision will be equal to the total premium paid up to the date you stopped paying premiums minus the total amounts of benefits already paid to you.

In no event will your Lifetime Maximum Benefit:

- be less than 30 days of your LTC Facility Monthly Benefit; or
- exceed that which would have been paid had you not stopped paying premiums.

If your coverage contains an Inflation Protection Benefit option, Return of Premium at Death option and/or Restoration of Benefits option, no Inflation Protection Benefit, Return of Premium at Death or Restoration of Benefits will be made after the end of the period for which premiums were last remitted to us for your coverage.

Triggers For A Substantial Premium Increase

Issue Age	Percent Increase Over Initial Premium	Issue Age	Percent Increase Over Initial Premium	Issue Age	Percent Increase Over Initial Premium
29 and under	200%	66	48%	79	22%
30-34	190%	67	46%	80	20%
35-39	170%	68	44%	81	19%
40-44	150%	69	42%	82	18%
45-49	130%	70	40%	83	17%
50-54	110%	71	38%	84	16%
55-59	90%	72	36%	85	15%
60	70%	73	34%	86	14%
61	66%	74	32%	87	13%
62	62%	75	30%	88	12%
63	58%	76	28%	89	11%
64	54%	77	26%	90 and over	10%

65 50% 78 24%

MISSTATEMENT OF AGE

If your age has been misstated, any benefit payable will be changed to the amount which the premium paid would have bought for the correct age.

If we accept premium for coverage that we would not have issued or which would have ceased according to the correct age, our only liability is to refund the premium for the period not covered.

CLERICAL ERROR

Clerical error or omission by us will not:

- prevent you from receiving coverage or benefits;
- entitle you to receive coverage or benefits;
- affect the amount of your coverage; or
- cause your coverage to begin or continue when the coverage would not otherwise be effective.

CONFORMITY WITH FEDERAL STATUTES

We have designed the policy to meet the qualified long term care insurance requirements of Section 7702B(b) of the Internal Revenue Code of 1986, as amended. In the future if changes are needed to maintain the tax status of the policy, we will make every reasonable effort to amend the policy to maintain its tax status. The Policyholder will be given the opportunity to amend the policy in order to preserve its favorable federal income tax treatment. Your Certificate may be affected by any such amendments. If the required changes are not made, the policy and your coverage may lose their status as a qualified long term care insurance policy.

CONFORMITY WITH STATE STATUTES

Coverage under the policy may be amended as required to reflect the minimum requirements of applicable state law.

TAX NOTE

Since benefits are paid without regard to actual charges you incur, part of the benefit could be considered taxable income if they exceed the daily benefit amount limit prescribed under Section 7702B(b) of the Internal Revenue Code of 1986, as amended (referred to as a "Per Diem" limit). This "Per Diem" limit is indexed for inflation. You should consult with your tax advisor.

ADDITIONAL BENEFITS

The Additional Benefits available under the policy are described in this section. Refer to your **Schedule of Benefits** for any Additional Benefits you may have selected.

INFLATION PROTECTION

If your coverage includes:

5% SIMPLE INFLATION PROTECTION

Your LTC Facility Monthly Benefit will increase each year on the Coverage Effective Date anniversary by 5% of your original LTC Facility Monthly Benefit. Increases will be automatic and will occur regardless of your health and whether or not you are eligible for or are receiving benefit payments under the policy and attached rider(s). Your premium will not increase due to automatic increases in your LTC Facility Monthly Benefit. Your remaining Lifetime Maximum Benefit Amount will also increase 5%.

In the event you decide to terminate this Inflation Protection prior to a benefit being paid, you have the right to purchase the inflated benefit amount at your original issue age or you can revert the benefit amount to the one you chose when you enrolled for this provision.

TERMINATION OF 5% SIMPLE INFLATION PROTECTION

Your Simple Inflation Protection will terminate on the earlier of:

- the day your coverage continues under any Non-Forfeiture Benefit; or
- the day your coverage terminates as provided in the Termination of Coverage provision.

Additional Claim and Appeal Information

APPLICABILITY OF ERISA

If this Policy provides benefits under a Plan which is subject to the Employee Retirement Income Security Act of 1974 (ERISA), the following provisions apply. Whether a Plan is governed by ERISA is determined by a court, however, your employer may have information related to ERISA applicability. If ERISA applies, the following items constitute the Plan: the additional information contained in this document, the Policy, including your Certificate of Coverage, and any additional Summary Plan Description information provided by the Plan Administrator. Benefit determinations are controlled exclusively by the Policy, your Certificate of Coverage, and the information in this document.

HOW TO FILE A CLAIM

If you wish to file a claim for benefits, you should follow the claim procedures described in your insurance certificate. Unum must receive a completed claim form. The form must be completed by you or your authorized representative. If you or your authorized representative has any questions about what to do, you or your authorized representative should contact Unum directly.

CLAIM PROCEDURES

The time periods provided in this section will apply to claims procedures under the Policy unless a shorter time is stated in the Policy.

In the event that your claim is denied, either in full or in part, Unum will notify you in writing within 90 days after your claim was filed. Under special circumstances, Unum is allowed an additional period of not more than 90 days (180 days in total) within which to notify you of its decision. If such an extension is required, you will receive a written notice from Unum indicating the reason for the delay and the date you may expect a final decision. Unum's notice of denial shall include:

- the specific reason or reasons for denial with reference to those Plan provisions on which the denial is based;
- a description of any additional material or information necessary to complete the claim and why that material or information is necessary; and
- a description of the Plan's procedures and applicable time limits for appealing the determination, including a statement of your right to bring a lawsuit under Section 502(a) of ERISA following an adverse determination from Unum on appeal.

Notice of the determination may be provided in written or electronic form. Electronic notices will be provided in a form that complies with any applicable legal requirements.

APPEAL PROCEDURES

The time period provided in this section for submitting an appeal will apply unless a longer time period for submitting an appeal is stated in the Policy.

The time period provided in this section for making a final appeal decision will apply unless a shorter time period for making a final appeal decision is stated in the Policy.

If you or your authorized representative appeal a denied claim, it must be submitted within 90 days after you receive Unum's notice of denial. You have a right to:

- submit a request for review, in writing, to Unum;
- upon request and free of charge, reasonable access to and copies of, all relevant documents as defined by applicable U.S. Department of Labor regulations; and
- submit written comments, documents, records and other information relating to the claim to Unum.

Unum will make a full and fair review of the claim and all new information submitted, whether or not presented or available at the initial determination, and may require additional documents as it deems

necessary or desirable in making such a review. A final decision on the review shall be made not later than 60 days following receipt of the written request for review. If special circumstances require an extension of time for processing, you will be notified of the reasons for the extension and the date by which the Plan expects to make a decision. If an extension is required due to your failure to submit the information necessary to decide the claim, the notice of extension will specifically describe the necessary information and the date by which you need to provide it to us. The 60-day extension of the appeal review period will begin after you have provided that information.

The final decision on review shall be furnished in writing and shall include the reasons for the decision with reference, again, to those Policy provisions upon which the final decision is based. It will also include a statement describing your access to documents and describing your right to bring lawsuit under Section 502(a) of ERISA if you disagree with the determination.

Notices of the determination may be provided in written or electronic form. Electronic notices will be provided in a form that complies with any applicable legal requirements.

Unless there are special circumstances, this administrative appeal process must be completed before you begin any legal action regarding your claim.

DISCRETIONARY ACTS

The Plan, acting through the Plan Administrator, delegates to Unum and its affiliate Unum Group discretionary authority to make benefit determinations under the Plan. Unum and Unum Group may act directly or through their employees and agents or further delegate their authority through contracts, letters or other documentation or procedures to other affiliates, persons or entities. Benefit determinations include determining eligibility for benefits and the amount of any benefits, resolving factual disputes, and interpreting and enforcing the provisions of the Plan. All benefit determinations must be reasonable and based on the terms of the Plan and the facts and circumstances of each claim.

Once you are deemed to have exhausted your appeal rights under the Plan, you have the right to seek court review under Section 502(a) of ERISA of any benefit determinations with which you disagree. The court will determine the standard of review it will apply in evaluating those decisions.

Unum's Commitment to Privacy

Unum understands your privacy is important. We value our relationship with you and are committed to protecting the confidentiality of nonpublic personal information (NPI). This notice explains why we collect NPI, what we do with NPI and how we protect your privacy.

Collecting Information

We collect NPI about our customers to provide them with insurance products and services. This may include telephone number, address, date of birth, occupation, income and health history. We may receive NPI from your applications and forms, medical providers, other insurers, employers, insurance support organizations, and service providers.

Sharing Information

We share the types of NPI described above primarily with people who perform insurance, business, and professional services for us, such as helping us pay claims and detect fraud. We may share NPI with medical providers for insurance and treatment purposes. We may share NPI with an insurance support organization. The organization may retain the NPI and disclose it to others for whom it performs services. In certain cases, we may share NPI with group policyholders for reporting and auditing purposes. We may share NPI with parties to a proposed or final sale of insurance business or for study purposes. We may also share NPI when otherwise required or permitted by law, such as sharing with governmental or other legal authorities. *When legally necessary, we ask your permission before sharing NPI about you.* Our practices apply to our former, current and future customers and any applicants who receive an adverse underwriting decision.

Please be assured we do not share your health NPI to market any product or service. We also do not share any NPI to market non-financial products and services. For example, we do not sell your name to catalog companies.

The law allows us to share NPI as described above (except health information) with affiliates to market financial products and services. The law does not allow you to restrict these disclosures. We may also share with companies that help us market our insurance products and services, such as vendors that provide mailing services to us. We may share with other financial institutions to jointly market financial products and services. *When required by law, we ask your permission before we share NPI for marketing purposes.*

When other companies help us conduct business, we expect them to follow applicable privacy laws. We do not authorize them to use or share NPI except when necessary to conduct the work they are performing for us or to meet regulatory or other governmental requirements.

Unum companies, including insurers and insurance service providers, may share NPI about you with each other. The NPI might not be directly related to our transaction or experience with you. It may include financial or other personal information such as employment history. Consistent with the Fair Credit Reporting Act, we ask your permission before sharing NPI that is not directly related to our transaction or experience with you.

Safeguarding Information

We have physical, electronic and procedural safeguards that protect the confidentiality and security of NPI. We give access only to employees who need to know the NPI to provide insurance products or services to you.

Access to Information

You may request access to certain NPI we collect to provide you with insurance products and services. You must make your request in writing and send it to the address below. The letter should include your full name, address, telephone number and policy number if we have issued a policy. If you request, we will send copies of the NPI to you. If the NPI includes health information, we may provide the health information to you through a health care provider you designate. We will also send you information related to disclosures. We may charge a reasonable fee to cover our copying costs.

This section applies to NPI we collect to provide you with coverage. It does not apply to NPI we collect in anticipation of a claim or civil or criminal proceeding.

Correction of Information

If you believe NPI we have about you is incorrect, please write to us. Your letter should include your full name, address, telephone number and policy number if we have issued a policy. Your letter should also explain why you believe the NPI is inaccurate. If we agree with you, we will correct the NPI and notify you of the correction. We will also notify any person who may have received the incorrect NPI from us in the past two years if you ask us to contact that person.

If we disagree with you, we will tell you we are not going to make the correction. We will give you the reason(s) for our refusal. We will also tell you that you may submit a statement to us. Your statement should include the NPI you believe is correct. It should also include the reason(s) why you disagree with our decision not to correct the NPI in our files. We will file your statement with the disputed NPI. We will include your statement any time we disclose the disputed NPI. We will also give the statement to any person designated by you if we may have disclosed the disputed NPI to that person in the past two years.

Coverage Decisions

If we decide not to issue coverage to you, we will provide you with the specific reason(s) for our decision. We will also tell you how to access and correct certain NPI.

Contacting Us

For additional information about Unum's commitment to privacy and to view a copy of our HIPAA Privacy Notice, please visit www.unum.com/privacy or www.coloniallife.com or write to: Privacy Officer, Unum, 2211 Congress Street, C467, Portland, Maine 04122. We reserve the right to modify this notice. We will provide you with a new notice if we make material changes to our privacy practices.

Unum is providing this notice to you on behalf of the following insuring companies: Unum Life Insurance Company of America, First Unum Life Insurance Company, Provident Life and Accident Insurance Company, Provident Life and Casualty Insurance Company, Colonial Life & Accident Insurance Company, The Paul Revere Life Insurance Company and The Paul Revere Variable Annuity Insurance Company.

Unum is a registered trademark and marketing brand of Unum Group and its insuring subsidiaries.

MK-1883 (10-10)



UNUM'S NOTICE OF PRIVACY PRACTICES

For Long Term Care, Cancer Assistance, Certain Medical Coverages and other Health Plans* Pursuant to the Health Insurance Portability and Accountability Act ("HIPAA")

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Unum Understands the Importance of Your Privacy

This Notice describes your rights concerning "protected health information" ("PHI") about you. PHI is information that may identify you and that relates to (a) your past, present, or future physical or mental health or condition or (b) the past, present or future payment for your health care.

Unum is committed to preserving the confidentiality of PHI about its customers and in accordance with the requirements of the law, we pledge to:

- maintain the privacy of PHI about you
- provide you with a notice of our legal duties and privacy practices with respect to PHI
- abide by the terms of our current notice of privacy practices

It may be necessary to change the terms of this Notice in the future. We reserve the right to make changes and to make the new notice effective for all PHI that we maintain about you, including PHI we created or maintained in the past. If we make material changes to our privacy practices, copies of revised notices will be mailed to all policyholders then covered by a health plan.

Uses and Disclosures of PHI for Treatment, Payment or Operations

- *For Treatment* - Unum is not a health care provider and does not engage in "treatment" of individuals as a health care provider (a doctor, for example) would. Accordingly, although we are permitted to use or disclose PHI about you for treatment purposes, we do not do so.
- *For Payment* - We may use and disclose PHI about you in order to obtain premiums or to determine or fulfill our responsibility to provide you with insurance coverage or benefits under your policy. For example, we may use or disclose PHI about you in order to determine whether you are eligible for coverage or to decide your claim for benefits under your policy.
- *For Health Care Operations* - We may use and disclose PHI about you in order to operate our business. For example, we use PHI about you in order to underwrite your insurance policy.

*A "health plan" under the HIPAA Standards for Privacy of Individually Identifiable Health Information is an individual or group plan that provides or pays the cost of medical care.

Uses and Disclosures in Special Circumstances

Public Health Activities. We may disclose PHI about you in order to notify public health authorities of public health risks, such as potential exposure to a communicable disease, or to report child abuse or neglect.

Health Oversight Activities. We may disclose PHI about you to a health oversight agency for oversight activities, including for investigations relating to possible insurance fraud.

Judicial and Administrative Proceedings. We may disclose PHI in the course of a judicial or administrative proceeding, such as in response to a subpoena, discovery request or other lawful process.

Law Enforcement. We may disclose PHI to law enforcement, for purposes such as reporting a crime on our premises or in an emergency. We may also disclose to law enforcement or a correctional facility PHI relating to inmates as necessary for health, safety and security.

Prevention of Serious Harm. We may use or disclose PHI about you if we believe it is necessary to prevent or lessen serious harm (abuse, neglect, or domestic violence) to you or to other potential victims.

Serious Threat to Health/Safety. We may use or disclose PHI when it is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public.

Specialized Government Functions. We may use or disclose PHI about you for certain government functions, including but not limited to military and veterans' activities and national security and intelligence activities.

Workers' Compensation. We may disclose PHI about you in order to comply with workers' compensation laws.

Research Organizations. We may disclose PHI to research organizations if the organization has satisfied certain conditions about protecting the privacy of PHI.

Plan Sponsors. We may disclose PHI to the plan sponsor of a group health plan for plan administrative functions if the plan documents contain provisions concerning restrictions on how the plan sponsor may use or further disclose PHI.

Related Benefits and Services. We may contact you to inform you of benefits or services related to your policy that may be of interest to you.

Decedents. We may disclose PHI to a coroner, medical examiner, or funeral director to permit them to carry out their legal duties.

Donation/Transplantation. We may use or disclose PHI for the purpose of facilitating organ, eye or tissue donation and transplantation.

Business Associates. We may disclose PHI to our business associates, such as our third-party administrators, accountants, or attorneys if those business associates have signed a written agreement concerning appropriate uses and disclosures of PHI.

Involvement in Individual's Care. We may disclose PHI about you to a family member, close personal friend or other person identified by you if directly relevant to that person's involvement with your care or payment related to your health care.

Notification of Location/Condition. We may use or disclose PHI to give notice or assist in giving notice of your location, general condition or death to a family member, personal representative or another person responsible for your care.

Disclosures Required by Law. We will use and disclose PHI about you when we are required to do so by federal, state, or local law.

In the event applicable law, other than HIPAA, prohibits or materially limits our uses and disclosures of PHI, as described above, we will restrict our uses or disclosure of PHI in accordance with the more stringent standard.

Uses and Disclosures of PHI Made Only With Your Written Authorization

Other uses and disclosure of PHI about you will be made only with your written authorization, unless otherwise permitted or required by law as described in this notice. You may revoke your written authorization, at any time, in writing, except to the extent we have taken action in reliance on that written authorization before you have revoked it. You may not revoke your authorization to the extent that other law provides us with the right to contest a claim under the policy or the policy itself, if the authorization was obtained as a condition of obtaining insurance coverage.

Your Rights

Right to a Paper Copy of this Notice. An electronic copy of this Notice is available on our website, www.Unum.com. If you would like to have another paper copy of this Notice, send a written request to the Unum Privacy Officer.

Inspection and Copying. You have the right to access your information. Certain requests for access to your PHI must be in writing, must state that you want access to your PHI and must be signed by you or your representative (e.g., requests for medical records provided to us directly from your health care provider). You have the right, upon written notice, to inspect and copy certain PHI that may be used to make decisions about your insurance coverage, including medical records and billing records, but not including psychotherapy notes. We may deny your request to inspect and/or copy in certain limited circumstances; however, you may request a review of our denial.

Amendment. You may ask us to amend PHI about you (as long as the information is kept by or for us) if you believe it is incorrect or incomplete. Such requests must be in writing to the Privacy Officer and must include a reason for the request. If your request and a reason supporting the request are not submitted in writing, we may deny your request.

Alternative Contact Information. You have the right to receive communications of PHI about you from us in a certain manner or at a certain location, so long as the request is reasonable under the circumstances. For example, you may prefer to have mail from us sent to your work address rather than to your home. Submit requests for an alternative method of contact in writing to the Privacy Officer.

Requesting Restrictions. You have the right to request restrictions on our use or disclosure of PHI about you. We are not required to agree to your request. If we do agree, however, we are bound by our agreement except when otherwise required by law, in emergencies, or when the information is necessary for your treatment. Your request must clearly and concisely describe (a) the information you wish restricted; (b) whether you are requesting to limit our use, disclosure or both; and (c) to whom you want the limits to apply.

Accounting. You have the right to request an "accounting of disclosures." An "accounting of disclosures" is a list of certain disclosures we have made of PHI about you other than disclosures you authorized and other than disclosures made for treatment, payment or operations. The request must be in writing. The first request for an accounting that you make within a 12-month period is free; however, we may charge you for additional requests within the same 12-month period. We will notify you of the costs of the additional requests, and you may withdraw your request before incurring any costs.

Complaints. If you believe your privacy rights have been violated, you may file a complaint with us or with the Secretary of Health and Human Services. All complaints must be submitted in writing. We will not penalize you for filing such a complaint.

In order to exercise any of your rights as set forth in this Notice, please write to:

Privacy Officer
Unum
2211 Congress Street, C467
Portland, ME 04122

For further information about matters covered by this notice, please contact the Privacy Office at the above address or call 1 (800) 227-4165 if you are a Long Term Care customer or 1 (800) 635-5597 if you are a Cancer Assistance customer.

Unum is providing this notice to you on behalf of the following insuring companies: Unum Life Insurance Company of America, First Unum Life Insurance Company, Provident Life and Accident Insurance Company, Provident Life and Casualty Insurance Company, Colonial Life & Accident Insurance Company, The Paul Revere Life Insurance Company and The Paul Revere Variable Annuity Insurance Company.

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Effective Date of This Notice: April 14, 2003

G-73568 (06/08)

**IMPORTANT INFORMATION ABOUT COVERAGE UNDER
THE TEXAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION
(For Insurers declared insolvent or impaired on or after September 1 2011)**

Texas law establishes a system to protect Texas policyholders if their life or health insurance company fails. The Texas Life and Health Insurance Guaranty Association ("the Association") administers this protection system. Only the policyholders of insurance companies that are members of the Association are eligible for this protection which is subject to the terms, limitations, and conditions of the Association law. (The law is found in the Texas Insurance Code, Chapter 463.)

It is possible that the Association may not protect all or part of your policy because of statutory limitations.

Eligibility for Protection by the Association

When a member insurance company is found to be insolvent and placed under an order of liquidation by a court or designated as impaired by the Texas Commissioner of Insurance, the Association provides coverage to policyholders who are:

- Residents of Texas (**regardless of where the policyholder lived when the policy was issued**)
- Residents of other states, **ONLY** if the following conditions are met:
 1. The policyholder has a policy with a company domiciled in Texas;
 2. The policyholder's state of residence has a similar guaranty association; and
 3. The policyholder is not eligible for coverage by the guaranty association of the policyholder's state of residence.

Limits of Protection by the Association

Accident, Accident and Health, or Health Insurance:

- For each individual covered under one or more policies: up to a total of \$500,000 for basic hospital, medical-surgical, and major medical insurance, \$300,000 for disability or long term care insurance, or \$200,000 for other types of health insurance.

Life Insurance:

- Net cash surrender value or net cash withdrawal value up to a total of \$100,000 under one or more policies on a single life; or
- Death benefits up to a total of \$300,000 under one or more policies on a single life; or
- Total benefits up to a total of \$5,000,000 to any owner of multiple non-group life policies.

Individual Annuities:

- Present value of benefits up to a total of \$250,000 under one or more contracts on any one life.

Group Annuities:

- Present value of allocated benefits up to a total of \$250,000 on any one life; or
- Present value of unallocated benefits up to a total of \$5,000,000 for one contractholder regardless of the number of contracts.

Aggregate Limit:

- \$300,000 on any one life with the exception of the \$500,000 health insurance limit, the \$5,000,000 multiple owner life insurance limit, and the \$5,000,000 unallocated group annuity limit.

These limits are applied for each insolvent insurance company.

Insurance companies and agents are prohibited by law from using the existence of the Association for the purpose of sales, solicitation, or inducement to purchase any form of insurance. When you are selecting an insurance company, you should not rely on Association coverage. For additional questions on Association protection or general information about an insurance company, please use the following contact information.

Texas Life and Health
Insurance Guaranty Association
515 Congress Avenue, Suite 1875
Austin, TX 78701
800-982-6362 or www.txlifega.org

Texas Department of Insurance
P.O. Box 149104
Austin, TX 78714-9104
800-252-3439 or www.tdi.state.tx.us

RATE INFORMATION SCHEDULE

This schedule forms a part of Group Policy No. 205655 001 issued to the Policyholder:

County of Travis

INITIAL PREMIUM RATES

Choice A

Benefit Duration:
Home Care Benefit:

3 years
Professional Home and Community Care
50% of the LTC Facility Monthly Benefit

Age	Monthly Rate Per \$100 of Monthly Benefit	Age	Monthly Rate Per \$100 of Monthly Benefit	Age	Monthly Rate Per \$100 of Monthly Benefit
18	.31	46	.65	74	5.71
19	.31	47	.67	75	6.45
20	.31	48	.72	76	7.22
21	.31	49	.77	77	8.13
22	.31	50	.82	78	8.99
23	.31	51	.89	79	9.95
24	.31	52	.96	80	10.95
25	.31	53	1.02	81	12.07
26	.31	54	1.08	82	13.33
27	.31	55	1.16	83	14.74
28	.31	56	1.23	84	16.20
29	.31	57	1.31	85	17.90
30	.31	58	1.41	86	19.53
31	.32	59	1.53	87	21.08
32	.34	60	1.66	88	22.79
33	.35	61	1.81	89	24.62
34	.37	62	1.97	90	26.57
35	.39	63	2.12	91	28.34
36	.41	64	2.28	92	30.04
37	.43	65	2.53	93	31.44
38	.45	66	2.71	94	32.71
39	.48	67	3.01	95	33.59
40	.50	68	3.26	96	35.39
41	.52	69	3.53	97	36.89
42	.54	70	3.83	98	37.96
43	.57	71	4.20	99	39.12
44	.59	72	4.66	100	40.39
45	.62	73	5.16		

Choice B

Benefit Duration:

Home Care Benefit:

6 years

Professional Home and Community Care

50% of the LTC Facility Monthly Benefit

Age	Monthly Rate Per \$100 of Monthly Benefit	Age	Monthly Rate Per \$100 of Monthly Benefit	Age	Monthly Rate Per \$100 of Monthly Benefit
18	.40	46	.81	74	7.10
19	.40	47	.84	75	8.01
20	.40	48	.90	76	8.95
21	.40	49	.96	77	10.07
22	.40	50	1.02	78	11.12
23	.40	51	1.11	79	12.31
24	.40	52	1.20	80	13.54
25	.40	53	1.27	81	14.92
26	.40	54	1.35	82	16.45
27	.40	55	1.45	83	18.14
28	.40	56	1.54	84	19.91
29	.40	57	1.64	85	21.94
30	.40	58	1.77	86	24.11
31	.42	59	1.92	87	26.24
32	.43	60	2.09	88	28.64
33	.45	61	2.27	89	31.28
34	.48	62	2.48	90	34.16
35	.50	63	2.67	91	36.74
36	.53	64	2.87	92	39.06
37	.55	65	3.17	93	40.69
38	.58	66	3.39	94	41.88
39	.61	67	3.76	95	42.29
40	.64	68	4.07	96	44.57
41	.66	69	4.40	97	46.43
42	.69	70	4.78	98	47.65
43	.72	71	5.24	99	48.86
44	.74	72	5.81	100	50.09
45	.78	73	6.42		

Choice C

Benefit Duration:
Home Care Benefit:

Lifetime
Professional Home and Community Care
50% of the LTC Facility Monthly Benefit

Age	Monthly Rate Per \$100 of Monthly Benefit	Age	Monthly Rate Per \$100 of Monthly Benefit	Age	Monthly Rate Per \$100 of Monthly Benefit
18	.58	46	.99	74	8.91
19	.58	47	1.02	75	10.12
20	.58	48	1.08	76	11.29
21	.58	49	1.15	77	12.68
22	.58	50	1.23	78	13.98
23	.58	51	1.33	79	15.43
24	.58	52	1.44	80	16.92
25	.58	53	1.53	81	18.61
26	.58	54	1.63	82	20.42
27	.58	55	1.75	83	22.39
28	.58	56	1.86	84	24.44
29	.58	57	1.99	85	26.75
30	.58	58	2.15	86	29.38
31	.60	59	2.33	87	31.96
32	.61	60	2.53	88	34.86
33	.63	61	2.77	89	38.05
34	.65	62	3.03	90	41.52
35	.67	63	3.28	91	44.54
36	.69	64	3.54	92	47.22
37	.72	65	3.94	93	49.00
38	.74	66	4.24	94	50.34
39	.77	67	4.72	95	50.85
40	.80	68	5.13	96	53.48
41	.83	69	5.55	97	55.76
42	.85	70	6.04	98	57.24
43	.88	71	6.62	99	58.74
44	.92	72	7.33	100	60.26
45	.95	73	8.08		

Choice D

Benefit Duration:
Home Care Benefit:

3 years
Total Choice Home Care
50% of the LTC Facility Monthly Benefit

Age	Monthly Rate Per \$100 of Monthly Benefit	Age	Monthly Rate Per \$100 of Monthly Benefit	Age	Monthly Rate Per \$100 of Monthly Benefit
18	.49	46	1.03	74	9.08
19	.49	47	1.07	75	10.26
20	.49	48	1.14	76	11.48
21	.49	49	1.22	77	12.93
22	.49	50	1.31	78	14.29
23	.49	51	1.42	79	15.82
24	.49	52	1.53	80	17.41
25	.49	53	1.62	81	19.20
26	.49	54	1.72	82	21.20
27	.49	55	1.84	83	23.44
28	.49	56	1.96	84	25.76
29	.49	57	2.08	85	28.46
30	.49	58	2.24	86	31.07
31	.51	59	2.43	87	33.53
32	.54	60	2.64	88	36.24
33	.56	61	2.87	89	39.15
34	.59	62	3.13	90	42.27
35	.62	63	3.38	91	45.08
36	.65	64	3.63	92	47.78
37	.68	65	4.02	93	50.01
38	.72	66	4.30	94	52.02
39	.76	67	4.78	95	53.43
40	.80	68	5.18	96	56.29
41	.83	69	5.61	97	58.67
42	.86	70	6.09	98	60.38
43	.90	71	6.69	99	62.21
44	.94	72	7.42	100	64.24
45	.98	73	8.20		

Choice E

Benefit Duration:
Home Care Benefit:

6 years
Total Choice Home Care
50% of the LTC Facility Monthly Benefit

Age	Monthly Rate Per \$100 of Monthly Benefit	Age	Monthly Rate Per \$100 of Monthly Benefit	Age	Monthly Rate Per \$100 of Monthly Benefit
18	.63	46	1.29	74	11.28
19	.63	47	1.34	75	12.73
20	.63	48	1.43	76	14.24
21	.63	49	1.52	77	16.02
22	.63	50	1.63	78	17.69
23	.63	51	1.76	79	19.58
24	.63	52	1.91	80	21.53
25	.63	53	2.02	81	23.74
26	.63	54	2.15	82	26.16
27	.63	55	2.30	83	28.85
28	.63	56	2.45	84	31.66
29	.63	57	2.61	85	34.89
30	.63	58	2.82	86	38.34
31	.66	59	3.05	87	41.73
32	.69	60	3.32	88	45.55
33	.72	61	3.62	89	49.75
34	.76	62	3.94	90	54.33
35	.79	63	4.25	91	58.43
36	.84	64	4.56	92	62.12
37	.88	65	5.04	93	64.72
38	.92	66	5.39	94	66.60
39	.97	67	5.98	95	67.27
40	1.02	68	6.48	96	70.88
41	1.06	69	7.00	97	73.85
42	1.10	70	7.60	98	75.78
43	1.14	71	8.34	99	77.72
44	1.19	72	9.24	100	79.66
45	1.24	73	10.21		

Choice F

Benefit Duration:
Home Care Benefit:

Lifetime
Total Choice Home Care
50% of the LTC Facility Monthly Benefit

Age	Monthly Rate Per \$100 of Monthly Benefit	Age	Monthly Rate Per \$100 of Monthly Benefit	Age	Monthly Rate Per \$100 of Monthly Benefit
18	.93	46	1.57	74	14.18
19	.93	47	1.62	75	16.09
20	.93	48	1.72	76	17.96
21	.93	49	1.83	77	20.17
22	.93	50	1.95	78	22.23
23	.93	51	2.11	79	24.55
24	.93	52	2.29	80	26.92
25	.93	53	2.43	81	29.59
26	.93	54	2.59	82	32.48
27	.93	55	2.78	83	35.61
28	.93	56	2.96	84	38.88
29	.93	57	3.16	85	42.54
30	.93	58	3.41	86	46.73
31	.95	59	3.70	87	50.83
32	.98	60	4.03	88	55.45
33	1.00	61	4.41	89	60.51
34	1.03	62	4.82	90	66.03
35	1.07	63	5.22	91	70.85
36	1.10	64	5.63	92	75.11
37	1.14	65	6.27	93	77.93
38	1.18	66	6.74	94	80.07
39	1.23	67	7.51	95	80.87
40	1.28	68	8.15	96	85.06
41	1.32	69	8.83	97	88.69
42	1.36	70	9.61	98	91.04
43	1.40	71	10.53	99	93.42
44	1.46	72	11.66	100	95.84
45	1.51	73	12.85		

Choice G

Benefit Duration:

3 years

Home Care Benefit:

Professional Home and Community Care

50% of the LTC Facility Monthly Benefit

Inflation Protection:

5% Simple

Age	Monthly Rate Per \$100 of Monthly Benefit	Age	Monthly Rate Per \$100 of Monthly Benefit	Age	Monthly Rate Per \$100 of Monthly Benefit
18	.76	46	1.62	74	9.79
19	.76	47	1.68	75	10.55
20	.76	48	1.78	76	11.58
21	.76	49	1.91	77	12.80
22	.76	50	2.03	78	13.89
23	.76	51	2.18	79	15.07
24	.76	52	2.34	80	16.25
25	.76	53	2.46	81	17.63
26	.76	54	2.59	82	19.14
27	.76	55	2.73	83	20.81
28	.76	56	2.87	84	22.50
29	.76	57	3.02	85	24.35
30	.76	58	3.21	86	26.29
31	.80	59	3.44	87	28.09
32	.84	60	3.69	88	30.05
33	.88	61	3.97	89	32.13
34	.93	62	4.26	90	34.24
35	.98	63	4.51	91	36.10
36	1.03	64	4.75	92	37.84
37	1.08	65	5.06	93	39.20
38	1.14	66	5.34	94	40.40
39	1.20	67	5.83	95	41.17
40	1.26	68	6.22	96	43.07
41	1.31	69	6.61	97	44.61
42	1.36	70	7.07	98	45.71
43	1.42	71	7.62	99	46.88
44	1.48	72	8.31	100	48.15
45	1.55	73	9.02		

Choice H

Benefit Duration:

6 years

Home Care Benefit:

Professional Home and Community Care
50% of the LTC Facility Monthly Benefit

Inflation Protection:

5% Simple

Age	Monthly Rate Per \$100 of Monthly Benefit	Age	Monthly Rate Per \$100 of Monthly Benefit	Age	Monthly Rate Per \$100 of Monthly Benefit
18	1.08	46	2.19	74	12.84
19	1.08	47	2.26	75	13.81
20	1.08	48	2.40	76	15.15
21	1.08	49	2.55	77	16.72
22	1.08	50	2.71	78	18.11
23	1.08	51	2.89	79	19.62
24	1.08	52	3.08	80	21.13
25	1.08	53	3.22	81	22.88
26	1.08	54	3.36	82	24.77
27	1.08	55	3.53	83	26.82
28	1.08	56	3.70	84	28.91
29	1.08	57	3.86	85	31.14
30	1.08	58	4.09	86	33.85
31	1.13	59	4.36	87	36.45
32	1.19	60	4.65	88	39.37
33	1.25	61	5.03	89	42.53
34	1.31	62	5.42	90	45.84
35	1.38	63	5.77	91	48.79
36	1.45	64	6.12	92	51.32
37	1.52	65	6.55	93	52.88
38	1.60	66	6.93	94	53.84
39	1.68	67	7.60	95	54.38
40	1.77	68	8.14	96	56.39
41	1.83	69	8.69	97	58.36
42	1.89	70	9.32	98	59.56
43	1.96	71	10.04	99	60.72
44	2.03	72	10.93	100	61.82
45	2.11	73	11.84		

Choice I

Benefit Duration:
Home Care Benefit:

Lifetime
Professional Home and Community Care
50% of the LTC Facility Monthly Benefit
5% Simple

Inflation Protection:

Age	Monthly Rate Per \$100 of Monthly Benefit	Age	Monthly Rate Per \$100 of Monthly Benefit	Age	Monthly Rate Per \$100 of Monthly Benefit
18	1.34	46	2.70	74	15.79
19	1.34	47	2.79	75	17.09
20	1.34	48	2.95	76	18.73
21	1.34	49	3.13	77	20.64
22	1.34	50	3.32	78	22.32
23	1.34	51	3.54	79	24.16
24	1.34	52	3.77	80	25.97
25	1.34	53	3.94	81	28.06
26	1.34	54	4.11	82	30.26
27	1.34	55	4.32	83	32.60
28	1.34	56	4.52	84	34.98
29	1.34	57	4.72	85	37.45
30	1.34	58	5.00	86	40.68
31	1.41	59	5.31	87	43.79
32	1.48	60	5.67	88	47.28
33	1.55	61	6.13	89	51.03
34	1.63	62	6.62	90	54.94
35	1.71	63	7.05	91	58.28
36	1.80	64	7.48	92	60.78
37	1.89	65	8.05	93	61.79
38	1.99	66	8.53	94	62.41
39	2.09	67	9.37	95	63.03
40	2.20	68	10.05	96	64.46
41	2.27	69	10.73	97	66.63
42	2.34	70	11.51	98	68.03
43	2.42	71	12.39	99	69.42
44	2.51	72	13.47	100	70.77
45	2.61	73	14.58		

Choice J

Benefit Duration:

3 years

Home Care Benefit:

Total Choice Home Care

50% of the LTC Facility Monthly Benefit

Benefit Increase:

5% Simple

Age	Monthly Rate Per \$100 of Monthly Benefit	Age	Monthly Rate Per \$100 of Monthly Benefit	Age	Monthly Rate Per \$100 of Monthly Benefit
18	1.17	46	2.50	74	15.14
19	1.17	47	2.59	75	16.30
20	1.17	48	2.76	76	17.90
21	1.17	49	2.95	77	19.78
22	1.17	50	3.14	78	21.46
23	1.17	51	3.37	79	23.29
24	1.17	52	3.62	80	25.12
25	1.17	53	3.80	81	27.24
26	1.17	54	4.00	82	29.58
27	1.17	55	4.22	83	32.17
28	1.17	56	4.44	84	34.77
29	1.17	57	4.67	85	37.64
30	1.17	58	4.97	86	40.63
31	1.23	59	5.32	87	43.41
32	1.30	60	5.70	88	46.44
33	1.36	61	6.13	89	49.65
34	1.44	62	6.58	90	52.92
35	1.51	63	6.96	91	55.79
36	1.59	64	7.35	92	58.48
37	1.67	65	7.83	93	60.57
38	1.76	66	8.25	94	62.43
39	1.85	67	9.01	95	63.62
40	1.95	68	9.61	96	66.56
41	2.03	69	10.22	97	68.95
42	2.11	70	10.93	98	70.64
43	2.20	71	11.78	99	72.45
44	2.29	72	12.84	100	74.41
45	2.39	73	13.93		

Choice K

Benefit Duration:

6 years

Home Care Benefit:

Total Choice Home Care

50% of the LTC Facility Monthly Benefit

Benefit Increase:

5% Simple

Age	Monthly Rate Per \$100 of Monthly Benefit	Age	Monthly Rate Per \$100 of Monthly Benefit	Age	Monthly Rate Per \$100 of Monthly Benefit
18	1.66	46	3.39	74	19.84
19	1.66	47	3.50	75	21.35
20	1.66	48	3.71	76	23.41
21	1.66	49	3.94	77	25.83
22	1.66	50	4.19	78	27.98
23	1.66	51	4.47	79	30.32
24	1.66	52	4.76	80	32.66
25	1.66	53	4.97	81	35.37
26	1.66	54	5.20	82	38.29
27	1.66	55	5.46	83	41.46
28	1.66	56	5.71	84	44.68
29	1.66	57	5.97	85	48.13
30	1.66	58	6.33	86	52.31
31	1.74	59	6.73	87	56.33
32	1.83	60	7.19	88	60.85
33	1.92	61	7.77	89	65.73
34	2.02	62	8.38	90	70.85
35	2.13	63	8.91	91	75.40
36	2.24	64	9.46	92	79.32
37	2.35	65	10.12	93	81.73
38	2.47	66	10.71	94	83.20
39	2.60	67	11.75	95	84.04
40	2.73	68	12.58	96	87.14
41	2.83	69	13.43	97	90.19
42	2.92	70	14.41	98	92.04
43	3.03	71	15.52	99	93.85
44	3.14	72	16.89	100	95.54
45	3.26	73	18.29		

Choice L

Benefit Duration:

Lifetime

Home Care Benefit:

Total Choice Home Care

50% of the LTC Facility Monthly Benefit

Benefit Increase:

5% Simple

Age	Monthly Rate Per \$100 of Monthly Benefit	Age	Monthly Rate Per \$100 of Monthly Benefit	Age	Monthly Rate Per \$100 of Monthly Benefit
18	2.08	46	4.18	74	24.40
19	2.08	47	4.31	75	26.42
20	2.08	48	4.56	76	28.94
21	2.08	49	4.84	77	31.90
22	2.08	50	5.13	78	34.50
23	2.08	51	5.47	79	37.34
24	2.08	52	5.83	80	40.13
25	2.08	53	6.08	81	43.37
26	2.08	54	6.36	82	46.77
27	2.08	55	6.67	83	50.38
28	2.08	56	6.99	84	54.05
29	2.08	57	7.30	85	57.87
30	2.08	58	7.72	86	62.87
31	2.18	59	8.21	87	67.68
32	2.29	60	8.76	88	73.07
33	2.40	61	9.47	89	78.86
34	2.52	62	10.23	90	84.90
35	2.65	63	10.89	91	90.07
36	2.78	64	11.56	92	93.94
37	2.92	65	12.45	93	95.49
38	3.07	66	13.19	94	96.45
39	3.23	67	14.49	95	97.41
40	3.39	68	15.53	96	99.62
41	3.51	69	16.58	97	102.98
42	3.62	70	17.80	98	105.14
43	3.75	71	19.15	99	107.29
44	3.88	72	20.82	100	109.36
45	4.03	73	22.53		

RATE GUARANTEE PERIOD

A change in premium rate will not take effect before April 1, 2016. However, we may change the premium rates when the terms of this policy change or as otherwise allowed under the Guaranteed Renewable provision.

PREMIUM DUE DATES: April 1, 2012 and the first day of each calendar month thereafter.

The effective date of this amendment is April 1, 2012.

Dated at Portland, Maine on January 17, 2012.

Attachment LTC-2

- 5.2 Describe the conditions under which the rates are guaranteed, under what circumstances rates can be changed, how long rates are guaranteed, and the minimum advance notice of a rate change that would be given. Proposer shall provide the first year price/premium and shall provide either price or formula to determine the cost for years 2 through 4.

Our proposed rates are firm and will be guaranteed for four years. Any changes made in plan design, funding level, or commissions could affect the rates.

Premiums are level and are based on the plan selected and age at the time of enrollment. In the future, if the group's rates increase or decrease, the insured would pay the new rate based on his or her age when originally enrolled and the plan selected at that time.

Premium rates can be adjusted after the rate guarantee has expired. However, rate changes must be state approved to become effective and must apply to all insureds in a defined class (such as state, industry type, age group). Please note that Unum's Long Term Care Insurance is fully pooled from a risk perspective and that rates will not change based on a policyholder's specific claims experience.

In the event of a rate increase, Unum will work closely with Travis County to prepare for this change. We are committed to providing a 90-day advance notice. Please note that we have not increased premiums for any of our inforce GLTC employer group plans.

Note: Insured who choose to increase the benefit amount within their current plan design would retain their original age rates for the previous coverage and only the additional amount would be billed at attained age. However, for insureds who want to change plan design (i.e. duration, inflation, home care), all coverage is assessed at their attained age at the time of application.

5.3 Under what circumstances can the company cancel the group offering?

Unum's GLTC standard group insurance policy language includes a "no-cause" termination provision that allows the group policyholder to terminate for any reason (or no reason) with the required timeframe for notice of termination.

5.4 Describe the situations in which an automatic decline is issued for a new individual coverage application under simplified or full underwriting. Be specific about height/weight ratios, conditions, and any other factors that will result in an automatic decline.

This section is designed to assist you in understanding the underwriting criteria that will be used to determine insurability for Unum's Long Term Care Insurance.

This is not intended to be a complete or all-inclusive list. As the long term care insurance market matures, so will the understanding of its risk. Therefore, the development of underwriting criteria should be considered an evolving process, and it should be understood that the assumption of risk will change as our understanding of the market and related risk increases.

General Underwriting Criteria:

We consider the following factors in determining an individual's insurability:

Is the applicant:

- living independently?
- cognitively intact?
- able to perform all basic activities of daily living without human assistance (bathing, dressing, toileting, transferring, continence and eating)?
- able to perform most instrumental activities of daily living (telephone, finance,

- housework, laundry, transportation, shopping, meal preparation, mobility, and medications) without human assistance?
- In good medical condition for age, with no medical condition that would place the applicant at high risk of using long term care services in the foreseeable future (e.g., Parkinson's disease, Alzheimer's disease)?

It is possible that a loss of functional ability or a medical condition may exist at the time of application that is not long term in nature but makes the applicant uninsurable for an immediate period of time. In this situation, the applicant will be advised of his or her current uninsurable status and provided with a time frame for re-application.

The factors that generally lead to automatic rejection (i.e., rejection without further investigation of the health or functional status of the applicant) will be disclosure of, or information indicating existence of the following types of conditions:

- dependency in any of the activities of daily living;
- cognitive impairment;
- dependency in any two (2) of the instrumental activities of daily living (IADLs).
The IADLs include, but are not limited to:
 - meal preparation
 - managing medication
 - housework
 - managing finances
 - shopping
- medical conditions generally considered to be linked with a need for use of long term care services. These may include, but will not be limited to:
 - Alzheimer's disease
 - amyotrophic lateral sclerosis
 - chronic pain
 - fibromyalgia
 - Huntington's Chorea
 - metastatic cancers
 - multiple sclerosis
 - myasthenia gravis
 - Parkinson's disease
 - polyarteritis
 - renal failure
 - scleroderma
 - senility
- beginning use within the recent past of medical equipment including, but not limited to, wheelchair, Hoyer lift, urinary catheter, walker or quad cane;
- a recent history of the following types of service when used to treat chronic conditions:
 - home care
 - adult day care
 - nursing home care
 - other personal care assistance
- dependency in two or more IADLs, in conjunction with certain conditions assessed by Unum and its medical authorities to put the individual at high risk for using long term care services in the future. Such conditions may include, but will not be limited to:
 - angina

- arthritis
- chronic obstructive pulmonary disease
- Guillian Barre Syndrome
- heart disease
- joint replacement

This is intended to provide a basic outline of the criteria used in accepting and/or rejecting individuals who apply for Unum's Long Term Care Insurance. It should not be considered a complete or all-inclusive list. The final determination about the insurability of anyone applying for coverage is at the sole discretion of Unum Life Insurance Company of America.

5.5 For individuals whose coverage is subject to underwriting approval, please explain both the simplified and full underwriting processes, including the following in your response:

5.5.1 When is coverage effective for applicants subject to underwriting?

The coverage will become effective on the date of approval. The premium for that coverage will be billed to the policyholder on or next following the first of the month after the coverage effective date.

5.5.2 What is your average turnaround time for processing an evidence of insurability application?

Once we receive all the necessary information (including medical records), applications are processed in less than five business days.

5.5.3 What percentages of evidence of insurability applications are approved? denied?

This approval percentage varies by age of applicant. According to our block of business, 85% of employees and spouses, and 65% of retirees and extended family members, are approved for coverage.

5.5.4 Can previously denied individuals reapply? If yes, under what conditions?

If an applicant is denied coverage, the individual may reapply for coverage in the future. For example, an applicant currently being treated for a medical condition that puts him or her at high risk may be declined until the treatment is complete, and the individual has remained treatment-free for a certain period. At that time, it may be appropriate to reapply to Unum.

5.5.5 Are interviews required as part of the underwriting process?

Telephone Interview	Not applicable
Face to face Interview	< age 70 - for cause 70 and older - always

5.5.6 How would Travis County be notified of underwriting decisions?

Once an application is approved, we will mail two copies of our Schedule of Benefits to Travis County's plan administrator. This document provides Travis County with the employee/spouse deduction amount and plan choice, as well as the effective date of coverage. One copy goes to the employee for his or her records, and the second copy is intended for Travis County's personnel files. Retirees and other extended family members receive confirmation notices at home.

In addition, if Travis County chooses the online medical underwriting status report option through our I-Services offering, approvals can be accessed daily since the information is refreshed each night. There is no additional charge for this service.

As part of our offer, we have provided an expanded Administrative Services Quote as a separate attachment for your review.

6.0 CLAIMS AND CUSTOMER SERVICE:

6.1 Describe the member support services available, including the following:

6.1.1 Whether a toll free number is available.

Yes, Unum provides a toll-free number for participant inquiries.

6.1.2 Location and hours of operation.

Unum's Long Term Care Contact Center is located in Portland, Maine. Customer service representatives are available from 8:00 a.m. to 8:00 p.m. ET, Monday through Friday.

6.1.3 Average years of tenure of staff in the LTC unit.

Unum's Group Long Term Care Client Service employees have an average of three to four years of experience.

6.1.4 Call quality monitoring.

Unum's Contact Center emphasizes quality assurance through both the training and quality monitoring of our customer service specialists. The Contact Center staff reflects Unum's focus on providing world-class customer service through its philosophy of "Every customer, every time, one at a time, right now!"

MONITORING FREQUENCY

Four calls for each specialist is recorded randomly each month and evaluated for quality assurance.

TRAINING

Upon joining the Contact Center, each specialist receives focused classroom training about products, systems and workflow procedures from subject matter experts. This classroom training is followed by a mentoring period with senior specialists to also provide on-the-job experience.

During their first weeks with the Contact Center, specialists also attend a corporate-wide communications training workshop which includes techniques to effectively serve any call type or customer as well as role-playing followed by group performance critiques. This training is the basis of our Quality Assurance program.

One-on-one quality assurance coaching is provided by the customer service specialist's manager. Additional coaching and refresher training can be provided in both group and one-on-one settings by the quality assurance specialist team.

CALL EVALUATION

Calls are evaluated for quality assurance by the quality specialist team. Quality assurance scores are recorded and are an integral part of the customer service specialists' performance evaluations.

6.1.5 Average speed of answer for 2010.

Our Contact Center tracks statistics to ensure a service level of 80/40 (80 percent of calls handled in 40 seconds) and an abandonment rate of <5% (percent of calls that disconnect while waiting in queue). The telephone system is able to track call volume as well as all performance data related to inbound/outbound calls placed to the various 800 numbers. During 2010 our "service level" results were 78.4%.

6.1.6 Average call time for 2010.

Our average handle time during 2010 was 5:11. Average Handle Time (AHT) is defined as the total amount of time the customer service specialist spends talking to the customer on the call plus the wrap-up time spent in the After Call Work state afterwards.

- 6.2 Explain the claim submission process, information required to substantiate a claim, correspondence sent to the participant during the claim evaluation process, the average turnaround time for payment of claims, and how often a claimant must be re-substantiated.**

CLAIM SUBMISSION AND SUBSTANTIATION

Unum's GLTC claim form can be accessed from our corporate website unum.com. Employees can download the form, complete it and send it to us. Medical information does not need to be submitted with the claim form since we will obtain the necessary data.

In addition, any insured or a representative (broker, plan administrator, family member or other legally designated representative) may initiate an LTC claim on behalf of an insured. However, the authorization to release information form must be signed by the claimant or a legally designated representative.

A Unum LTC Benefits Center specialist is primarily responsible for benefit determination. The LTC benefits specialist will thoroughly review all the information submitted with the claims to determine the level of impairment and prognosis, and request additional data if needed. A benefit determination may also include input from one of Unum's on-site physicians or nurses. Often, our staff physician will contact the primary care provider directly to seek clarification or gain further insight into the claimant's condition.

For more complex claims, multi-disciplinary forums are held to bring together the experience and perspectives of medical, clinical, rehabilitation and claims professionals and when appropriate, legal resources. These resources are available to provide guidance and clarification on our most complicated claims.

If the LTC benefits specialist has difficulty obtaining information, assistance may be requested from the insured or the representative to expedite the process. The

LTC benefits specialist may also request that a functional assessment be performed if there is a lack of information available to thoroughly evaluate the claim. The format of a functional assessment ranges from a conversation between a health care professional and the insured, to a complete evaluation by an independent medical examiner that is used to evaluate the claimant's ability to perform Activities of Daily Living, as well as information about cognitive ability. An assessment may not be necessary for every claim, and the LTC benefits specialist will notify the insured or the representative if an assessment is needed. Unum selects, arranges for and assumes the total costs for any independent assessment, and for contracts with independent agencies and examiners throughout the country.

The claimant or his or her representative is notified by phone of claim approval/rejection. We also provide notification in writing.

CORRESPONDENCE TO CLAIMANT

Status letters are sent to the claimant or the claimant's representative every 21 calendar days until the claim determination is made.

It is expected that the LTC benefits specialist will call the insured or the representative within 24 hours of the claim determination, and will also follow up with a written explanation. Making a phone call to an insured gives the opportunity for the insured or the representative to ask any questions that they may have about the decision.

To communicate payment information for the insured, the check stub serves as the EOB. In addition, the benefit determination letter will provide pertinent information about the approval of the claim, the calculation of the first payment and the schedule for subsequent payments.

ONGOING CLAIM ELIGIBILITY VERIFICATION

The LTC benefits specialist assigned to the file is responsible for evaluating initial as well as ongoing eligibility. Many of the same resources used to establish initial eligibility are used to verify continued eligibility. Unum will obtain updated medical records and information from professional and informal caregivers. In addition, we use our own on-site physician or nurses as needed to verify that continued ADL loss is reasonable based on the diagnosis.

CLAIM TURNAROUND

Unum acknowledges all claims by letter within three business days of receipt. Status letters are sent to the claimant or the claimant's representative every 21 calendar days until the claim determination is made.

Once Unum has received all necessary information, the claim determination will be made within two business days.

Note: The average elapsed time from receipt of the completed claim form to the claim determination is four to six weeks, but may vary depending on the timeliness of the claim filing and the documentation available from care providers.

6.3 With regard to payment of claims, explain the following:

- 6.3.1 What are the options for paying claims (direct deposit, check, payment directly to care provider or LTC facility, etc)?

Payment is made directly to the insured unless he or she has assigned benefits (in writing) to another party at the time of claim. Although we are not currently able to make electronic fund transfers, checks may be mailed directly to a bank.

- 6.3.2 For mailed payments, on which day of the month are payments sent?

Once a claim is approved, a monthly payment schedule is established for each customer based on the benefit begin date. For example, if a claimant's elimination period was satisfied on the 15th of the month, payments will be issued on the 15th of each month for as long as the claimant remains eligible. Monthly payments include benefits that have accrued during the prior month, so for example, a payment issued on February 15th will include benefits due for January 1st through the 31st.

- 6.3.3 In the event of power of attorney, will the company pay claims to the designated legal guardian?

Payment is made directly to the insured unless he or she has assigned benefits (in writing) to another party at the time of claim.

- 6.4 Describe the steps involved in appealing benefit denials.

When additional information in support of a denied claim is submitted, with or without a formal appeal, it is reviewed by the original claims examiner and a decision about how this information might impact the claims is made within 30 days.

Claimants may also request a full and independent review of any adverse decision. The appeal review process is the responsibility of our Independent Benefits Center Compliance Department. An insured can appeal a claim within 90 days of the date of the decision letter. All appeals must be filed by the claimant in writing and should include new or additional information (including medical information) to support the appeal. In addition, the claimant may request copies of pertinent documents that were used to review his or her claim.

Members of the BCC Department are responsible for thoroughly analyzing the claim facts and either upholding the decision, requesting that additional investigation take place, or returning the file to the claim representative for further consideration if they disagree with the decision. A final decision will be made within 60 days following receipt of the written request for review. If special circumstances make additional processing time necessary, the claimant will be notified of the reasons for the delay. In this case, a decision will be made within 120 days following our receipt of the request for review. We will communicate the final appeal decision, including the reasons for the decision, to the claimant in writing.

- 6.5 Does the company offer negotiated discounts with any LTC care providers? If yes,

please describe the process used to certify the providers, include a list of the providers in the Austin Metropolitan area, and the average discount in the Austin Metro area.

Unum contracts with LifePlans, Inc. headquartered in Waltham, Massachusetts to offer insureds and their family members access to LTC services and equipment at discounted rates. LifePlans' Long Term Care Provider Pathway (www.lifeplansproviderpathway.com) is a nationwide network composed exclusively of LTC-related providers, from facility-based care including nursing facilities and assisted living, to community-based services such as home health care, adult day care, hospice care and respite care. The Pathway also includes providers of durable medical equipment. Discounts generally range from 6% to 30% off retail rates. Our insureds and their family members access the Pathway via a dedicated, toll-free number that is staffed during normal business hours. A message service is available for after-hours and weekend calls. Based on the caller's location and service needs, LifePlans' customer service representative will identify participating providers within the network, and a customized list with contact information will be sent to the caller via mail, fax or e-mail. All providers in the Provider Pathway must undergo a thorough credentialing process, and must meet established state licensing requirements. LifePlans currently has arrangements with nearly 8,000 providers and is actively pursuing other network relationships. We would be glad to provide a list of contracted providers once we are selected as a finalist.

8.0 COMMUNICATIONS AND ENROLLMENT:

8.1 Does the company offer online enrollment capabilities, to include encryption for online enrollment, with or including completion of any health questionnaires? If so please describe the services and any fees which may apply.

Yes. We continually work to develop and enhance both our enrollment and administrative capabilities. Our website enrollment process ensures ease of enrollment. Customers can choose from two levels of Web enrollment service: Informational website with downloadable forms or Informational website with an online enrollment component (electronic data collection)*. There is no additional cost for this service. Our Web capabilities were designed to meet the varying and unique needs of our customers.

For our application's security, we use SSL (Secure Sockets Layer). This is a security standard used by many merchants to keep their websites secure. It protects the safety, privacy, and reliability of payment data traveling over the Internet. SSL encrypts the channel between the browser and web server so only the intended parties can read certain data such as payment or customer information.

If the option for online enrollment is selected, employees who are enrolling must be matched with three unique identifiers to gain access. This information is then checked against the list of eligible employees from the employer before the employees can enter the site.

Please note that individuals who are required to submit evidence of insurability cannot complete the process online. They will need to download an enrollment form from the enrollment website, complete and sign the form, and submit it to Unum via the U.S. Mail.

***available for accounts that meet specific requirements, such as 500 or more employees with 85% to 90% of them having access to a PC at their desk, an 8 to 10 week pre-enrollment period to prepare the website, a standard plan design.**

8.2 What is specifically recommended to initially achieve high participation and to continue to grow participation in future years?

We believe the primary element of a successful enrollment strategy is the partnership established between the client and Unum. We will work with Travis County to develop a comprehensive communication/enrollment strategy that best

fits the needs your particular work site atmosphere. Travis County can help promote the benefits by distributing pre-enrollment materials and sponsoring attendance of meetings during work hours. When this partnership is successful, we can expect the enrollment to be successful.

A Unum enrollment manager will be assigned to manage Travis County's enrollment activities. The enrollment manager is dedicated to ensuring that the enrollers, Contact Center representatives and all others associated with Travis County's offering are fully briefed about all the plan specifics. Prior to the enrollment period, the policy-specific information will be distributed throughout our Customer Service area.

Individual licensed enrollers are also available to conduct informational meetings for employees and eligible family members. They are Unum employees, as opposed to commissioned independent contractors, and are trained and certified in our voluntary products and sales approach. Their job is to educate employees about the benefit offering and to assist employees in making an informed purchasing decision.

Unum's Contact Center staff is available from 8:00 a.m. to 8:00 p.m. (ET), Monday through Friday. Because the policy information is online and readily available, our staff can provide policy-specific information during the enrollment process and throughout the year as needed.

8.3 Provide sample communication materials, and sample enrollment forms that will be used.

PART II - SPECIFIC REQUIREMENTS

PART II, SECTION A - SPECIFIC REQUIREMENTS

1.0 GENERAL REQUIREMENTS:

- 1.1 All policy provisions must be in full compliance with Texas and Federal requirements relating to the Long Term Care coverage being requested.

Unum confirms that its insurance companies are in material compliance with all federal and state laws and statutes, regulations, and bulletins applicable to the services we are to perform.

- 1.2 Proposals must be on a fully-insured basis and the plans must be tax qualified.

Confirmed. Our fully-insured GLTC plans are intended to be tax qualified under Section 7702B(b) of the Internal Revenue Code.

- 1.3 It is not the intention of the County to be involved in the underwriting process. The selected insurance company must have procedures in place to interact directly with applicants for coverage.

Travis County would not be involved in the medical underwriting process; however, they can assist the employee by providing the Medical Underwriting form or letting the employee know that the form can be retrieved online.

After enrollment, the ongoing employer responsibilities would include managing employee eligibility, establishing employee and spouse payroll deductions, distributing applicable material to employees and spouses, and reconciling a monthly list bill.

2.0 ELIGIBILITY DEFINITIONS: The following categories of individuals are eligible to enroll:

- 2.1 Full-Time Active employees who work 20 or more hours per week.

Confirmed. Unum's eligible population includes:

- active full-time employees working 20+ hours per week;
- retired employees;
- the legally married spouse of an employee or retiree;
- the domestic partner of an active or retired employee. A domestic partner is the person named in the active or retired employee's declaration of domestic partnership. The active or retired employee must execute and provide the plan administrator with such a declaration which states and gives proof that the domestic partner has had the same permanent residence as the active or retired employee for a minimum of 12 consecutive months prior to the date insurance would become effective for that domestic partner. The active or retired employee must not have signed a declaration of domestic partnership with anyone else within the last 12 months of signing the latest declaration of domestic partnership. Also, the domestic partner must be at least 18 years of

age, competent to contract, not related by blood closer than would bar marriage, the sole named domestic partner, not married to anyone else and the declaration of domestic partnership must be approved and recorded by the plan administrator;

- the natural, adoptive or step-parents/grandparents of an active employee and their spouse or domestic partner;
- the natural, adoptive or step-siblings of an active employee and their spouse or domestic partner;
- the natural, adoptive or step-siblings of an active employee's sibling's spouse;
- the natural, adoptive or step-siblings of the employee's spouse.
- the natural, adoptive or step-children of an active employee and their spouse or domestic partner.

Each person applies separately. There are no age restrictions on full-time active employees or retirees. Family members must be at least 18 and no more than 80 years of age in order to enroll in this program. Rates are based on the applicant's age, the plan design, and the options selected.

Note: Additional family members of retirees may be eligible for coverage with underwriter approval.

2.2 Family members of employees, including spouses, children, and Domestic Partners.

Confirmed.

2.3 Retirees of Travis County and their Eligible Family Members, including Domestic Partners.

Confirmed. Please refer to the information on Unum's Domestic Partner eligibility under 2.1 above.

2.4 Enrollment of dependents of employees/retirees is not conditional upon enrollment of the employee/retiree. As such, an employee or retiree may waive coverage, while enrolling a spouse or domestic partner.

Confirmed.

3.0 ENROLLMENT REQUIREMENTS:

3.1 Proposer acknowledges and understands the goal of the County is to provide employees and retirees the option to enroll during two time periods within the first year of the program. Proposers agree to the following:

3.1.1 The initial open enrollment period will be ~~from May 15 and June 15~~. During this time, coverage for all plan options will be guarantee issue for active employees, their dependents (including domestic partners), retirees and their spouses. No underwriting, including simplified underwriting, will apply during this initial enrollment period for individuals selecting Plan Options I-IV.

Unum agrees to allow an initial enrollment period for employees ~~as outlined above~~ as outlined above in 3.1. During these specific periods;

active, eligible employees can enroll for guarantee issue coverage without providing evidence of insurability. Employee coverage requested that exceeds the guarantee issue limit is subject to evidence of insurability. Medical underwriting is required for the Lifetime coverage duration option for employees. Medical underwriting is also required for any level of coverage for all other eligible family members and retirees.

During the initial enrollment period the minimum participation requirement of ~~30%~~ (employee participation) must be met. This can be achieved by executing an enrollment strategy as outlined in section 8.2. Once that minimum participation is achieved, we will accommodate a second enrollment period immediately following the first as outlined below in section 3.1.2.

Subsequent to the initial enrollment ~~period~~, employees, retirees and all family members are medically underwritten, except for new hires enrolling during their initial waiting period.

Once approved for coverage, a person remains insured even if there is a change in health.

- 3.1.3 The selected Proposer will be allowed to apply additional underwriting requirements, as permitted by State and Federal regulatory guidelines, for coverage requests made outside of the enrollment periods listed above.

Subsequent to the initial enrollment and second enrollment period, employees, retirees and all family members are medically underwritten, except for new hires enrolling during their initial waiting period.

- 3.2 Under no circumstances can ported policies be cancelled if the County discontinues offering the voluntary LTC insurance.

For employees who elect to port coverage under our Continuation of Coverage provision, our policy states:

"If your coverage terminates because you are no longer eligible for coverage, your continued coverage will remain in force under the existing group policy. If the

existing group policy terminates, your coverage will be continued under a group continuation policy. Your continued coverage will remain in force as long as you continue timely payment of premium when due. You must pay premium directly to Unum for your continued coverage."

- 3.3 The LTC insurance company will provide knowledgeable and qualified enrollment staff, LTC information and materials to conduct enrollment meetings ~~during the months of May 2011, July, and August 2011~~, and for subsequent annual open enrollment events, to include attendance at the New Employee Orientation (NEO) meetings.

Unum will assign an enrollment manager to work with you to develop a strategy for the initial open enrollment period and to determine an ongoing re-enrollment process.

- 3.4 Company will print, collate, and deliver all education and enrollment packets to each meeting location. Enrollment meetings will be held at the various Travis County facilities.

Confirmed. Unum will provide the enrollment material to Travis County for communications as well as the enrollment packets for each meeting.

- 3.5 Company will have an established toll-free support center for individuals to speak with a licensed LTC specialist about the plan options offered. The hours of operation must include 8 a.m. CST to 7 p.m. CST.

Unum's Contact Center is located in Portland, Maine, and available via a toll-free line. The Contact Center is staffed with trained specialists who can answer a wide variety of questions about our Group Long Term Care product, such as status of an application, promotional material, billing, enforce policy changes, policy reinstatements, claims help, or identifying group name, policy number, address or plan administrator. Customer service representatives are available from 8:00 a.m. to 8:00 p.m. ET, Monday through Friday (7:00 a.m. to 7:00 p.m. CT).

In addition, Unum certified enrollers will support the group voluntary employee meetings. These enrollers must also hold their state Life and Health Insurance License prior to conducting any enrollment work for Unum. They are Unum employees and not commissioned independent contractors. Their job is to educate employees about the benefit offering and to assist employees in making an informed purchasing decision.

- 3.6 Company will have an established toll free customer service number supported by licensed and trained LTC specialists for contract holders with questions to contact. The hours of operation must include 8 a.m. CST to 7 p.m. CST.

Unum's Contact Center is located in Portland, Maine, and available via a toll-free line. The Contact Center is staffed with trained specialists who can answer a wide variety of questions about our Group Long Term Care product, such as status of an application, promotional material, billing, enforce policy changes, policy reinstatements, claims help, or identifying group name, policy number, address or

plan administrator. Customer service representatives are available from 8:00 a.m. to 8:00 p.m. ET, Monday through Friday (7:00 a.m. to 7:00 p.m. CT).

As stated above, Unum certified enrollers will support the group voluntary employee meetings. These enrollers must also hold their state Life and Health Insurance License prior to conducting any enrollment work for Unum. They are Unum employees and not commissioned independent contractors. Their job is to educate employees about the benefit offering and to assist employees in making an informed purchasing decision.

3.7 Upon approval for coverage, Company agrees to the following:

3.7.1 The County and the LTC applicant will be notified within 10 business days of approval for coverage.

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) requires that Long Term Care carriers provide confirmations and booklets to insureds within 30 days of their effective date. Unum complies with this requirement.

For the initial implementation of this plan, we must receive all necessary information 30 days prior to the policy effective date, including:

- a signed master application;
- completed Benefit Election forms, Evidence of Insurability forms (if applicable) from each participant in the plan and any state required regulatory forms;
- a binder premium (if applicable);
- the company's legal name;
- the employer identification number (EIN);
- the ERISA plan number;
- the divisions, subsidiaries or affiliates covered;
- the billing type – payroll or non-payroll;
- administrative requirements;
- description of eligible employees; and
- the plan design/schedule.

For new hires and/or future applicants; once an application is approved, we will mail our Schedule of Benefits directly to the employee's home address. A second copy can also be provided to Travis County's plan administrator within 10 days of the approval. This document provides the employee and Travis County with the employee/spouse deduction amount and plan choice, as well as the effective date of coverage.

3.7.2 The LTC policy will be sent directly to the covered individual without the involvement of the County.

As the policyholder of this group product, the master contract is provided to Travis County. The participants will receive certificates under the policy. A Schedule of Benefits will be mailed to the employee providing confirmation of coverage with the employee/spouse deduction amount and plan choice, as well as the effective date of coverage. One copy goes to the employee for his or her records, and a second copy can be provided upon request to the Plan Administrator for Travis County's personnel files. Employee Certificates are generic and may also be mailed along with the Schedule of Benefits to the Employee's home or can be

provided to the Employee by the Plan Administrator by electronic delivery through email or by posting on their benefits website.

Plan booklets and Confirmation of Coverage Statements for all other insureds are mailed directly to their homes.

4.0 REMITTANCE OF PAYMENT FOR LTC PREMIUMS:

- 4.1 Premiums for active employees will be either payroll deducted or billed direct to employees. All other billings will be direct billed. If payroll deducted, the billing will be self billed. Proposers must specify what they expect in the contract. Proposers agree to allow a 30 day grace period from the due date of the premium to remittance.

Please note that Unum is not offering a self-accounting billing arrangement. In order to effectively reserve for future claims we must maintain all participant level data. As a result, a group list bill is provided to the employer on a monthly basis. As the policyholder of a Group plan, Travis County is responsible for reporting changes monthly and fully reconciling the monthly list bill. Only employees and spouses are group billed and are the responsibility of Travis County from an administrative perspective. Travis County is not administratively responsible for extended family members and/or retirees. These applicants are direct billed at their residence once they are approved by Underwriting.

Unum can offer reconciliation assistance for clients who have 500 or more enrolled employees in a 100% Voluntary plan. For this process Travis County must provide a complete file of payroll deductions per employee in our required format. Each month, we will provide a discrepancy report by comparing our billing information against Travis County's payroll deduction confirmation file. IT resources from both companies will be needed to implement this process.

In order to comply with the regulations for the State of Texas, the Unum policy will include a 31 day grace period for premium payment.

- 4.2 The selected Insurer will be required to bill and collect premiums directly from retirees or other dependents. Bidders agree to allow a 30 day grace period from the due date of the premium to remittance by retirees

Confirmed. Please note that the grace period for policies issued in the State of Texas is 31 days.

The premium is due on the first of the month. To avoid lapse in coverage or collections activity, Unum must receive premiums by the due date or within the grace period.

We allow insureds that are direct billed (extended family members and retirees), a 30-day grace period. However, for those insureds who have designated a third party to receive grace period expiration notices, the grace period is the 30-consecutive-day period that begins on the day the insured and/or designated representative has been notified that premium is 30 days past due.

5.0 EMPLOYEES TERMINATING EMPLOYMENT:

- 5.1 Employees terminating employment for any reason must have the option to continue their LTC coverage under the portability feature of the policy without evidence of insurability. Premiums for ported policies will be paid directly to the LTC insurance company without any involvement from the County.

Confirmed. Each insured has the legal right to continue their coverage through our contract's Continuation of Coverage provision. The insured may choose to be direct billed on a quarterly, semi-annual, or annual basis, or may choose to have monthly deductions made from his or her checking account through our Automatic Clearing House (ACH) option.

- 5.2 Premium rates for ported policies will on the same basis and structure as the premium rates for active employees and retirees. No surcharge is permitted for ported policies.

Policies are converted under our Continuation of Coverage provision with no change in rates, and there are no one-time expenses or fees applied.

Attachment E-1

STATE OF TEXAS }
COUNTY OF TRAVIS }

ETHICS AFFIDAVIT

Date: 2/28/2011
Name of Affiant: Aaron Shisler
Title of Affiant: Account Executive
Business Name of Proposer: Unum
County of Proposer: Harris County

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 whose name is not disclosed in the solicitation.

Signature of Affiant

2000 West Sam Houston Pkwy South, Suite 1400
Houston, TX 77042

Address

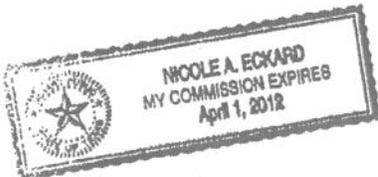
SUBSCRIBED AND SWORN TO before me by [Signature] on 2/28, 2011.

[Signature]

Notary Public, State of TEXAS

Nicole A. Eckard

Typed or printed name of notary
My commission expires: 4/1/2012



ATTACHMENT 1

EXHIBIT A
LIST OF KEY CONTRACTING PERSONS
February 28, 2011

CURRENT

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge ...	Samuel T. Biscoe	
County Judge (Spouse) ...	Donalyn Thompson-Biscoe	MHMR
Executive Assistant ...	Cheryl Brown	
Executive Assistant ...	Melissa Velasquez	
Executive Assistant ...	Josie Z. Zavala	
Executive Assistant ...	Cheryl Aker*	
Commissioner, Precinct 1 ...	Ron Davis	
Commissioner, Precinct 1 (Spouse) ...	Annie Davis	Seton Hospital
Executive Assistant ...	Chris Fanuel	
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*	
Commissioner, Precinct 4 ...	Margaret Gomez	
Executive Assistant ...	Edith Moreida	
Executive Assistant ...	Norma Guerra	
County Treasurer ...	Dolores Ortega-Carter	
County Auditor ...	Susan Spataro	
Executive Manager, Administrative ...	Vacant	
Executive Manager, Budget & Planning ...	Rodney Rhoades	
Exec Manager, Emergency Services ...	Danny Hobby	
Exec. Manager, Health/Human Services ...	Sherri E. Fleming	
Executive Manager, TNR ...	Steven M. Manilla, P.E.*	
Executive Manager, Criminal Justice Planning ...	Roger Jefferies	
Director, Facilities Management ...	Roger El Khoury, M.S., P.E.	
Chief Information Officer ...	Joe Harlow	
Director, Records Mgmt & Communications ...	Steven Broberg	
Travis County Attorney ...	David Escamilla	
First Assistant County Attorney ...	Steve Capelle	
Executive Assistant, Civil Division ...	Jim 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 Agent	Bonnie Floyd, CPPO, CPPB, CTPM
Purchasing Agent Assistant IV	Diana Gonzalez
Purchasing Agent Assistant IV	Lee Perry
Purchasing Agent Assistant IV	Jason Walker
Purchasing Agent Assistant IV	Richard Villareal
Purchasing Agent Assistant IV	Oralia Jones, CPPB
Purchasing Agent Assistant IV	Lori Clyde, CPPB
Purchasing Agent Assistant IV	Scott Wilson
Purchasing Agent Assistant IV	Jorge Talavera, 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.....	Vacant
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
Purchasing Agent Assistant II.....	C.W. Bruner, CTP*
Purchasing Agent Assistant III.....	Nancy Barchus, CPPB
HUB Coordinator.....	Sylvia Lopez
HUB Specialist.....	Betty Chapa
HUB Specialist.....	Jerome Guerrero
Purchasing Business Analyst	Scott Worthington
Purchasing Business Analyst	Jennifer Francis*
HRMD Director	Diane Blankenship
HRMD Risk & Benefit Manager ..	Dan Mansour
HRMD	Cindy Purinton
Auditor Office	Karen Sonleitner
TNR	Howard Herrin
District Attorney Office ..	Vicki Skinner
Juvenile Defender Office	Terry Esquivel
Elections Office.....	Alexa Buxkemper

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual</u>	
	<u>Holding Office/Position</u>	<u>Date of Expiration</u>
Purchasing Agent Assistant III	Vania Ramaekers, CPPB, CPPO	04/26/11
Attorney, Transactions Division	Sarah Churchill.....	04/30/11
Executive Assistant.....	Chris Fanuel	04/30/11
Purchasing Agent Assistant II.....	Donald E. Rollack	05/31/11
Special Assistant to Comm. Court ..	Christian Smith ..	05/31/11
Executive Manager, TNR ..	Joseph Gieselman.....	01/31/12

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

Proposer acknowledges that Proposer is doing business or has done business during the 365 day period immediately prior to the date on which this proposal is due with the following Key Contracting Persons and warrants that these are the only such Key Contracting Persons:

Unum provides group life and disability insurance coverage to eligible employees of the County that may include all or some of the Key Contracting Persons.

If no one is listed above, Proposer warrants that Proposer is not doing business and has not done business during the 365 day period immediately prior to the date on which this proposal is due with any Key Contracting Person.

ATTACHMENT 2



Travis County Commissioners Court Agenda Request

Meeting Date: March 20, 2012

Prepared By/Phone Number: Tonya Mills, Planning Manager, JPS, 44755

Elected/Appointed Official/Dept. Head: Roger Jefferies, County Executive, Justice and Public Safety – 854-4415

Commissioners Court Sponsor: Samuel Biscoe, County Judge

AGENDA LANGUAGE:

RECEIVE UPDATE ON ISSUES RELATED TO A PROPOSED PILOT PROGRAM WITH PARKING MOBILITY

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached memo.

STAFF RECOMMENDATIONS:

See attached memo.

ISSUES AND OPPORTUNITIES:

See attached memo.

FISCAL IMPACT AND SOURCE OF FUNDING:

See attached memo.

REQUIRED AUTHORIZATIONS:

David Escamilla, County Attorney, 854-9415

Cyd Grimes, Purchasing Office, 854-9700

Bruce Elfant, Constable, Precinct 5

Herb Evans, Justice of the Peace, Precinct 5

Leslie Browder, County Executive, Planning and Budget Office

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



JUSTICE & PUBLIC SAFETY DIVISION

Roger Jefferies, County Executive

P.O. Box 1748 Austin, Texas 78767 Phone (512) 854-4415 Fax (512) 854-4417

Criminal Justice Planning
Roger Jefferies
(512) 854-4415

Counseling & Education Services
Caryl Colburn
(512) 854-9540

Juvenile Public Defender
Kameron D. Johnson
(512) 854-4128

Date: March 13, 2012

To: Sam Biscoe, County Judge
Ron Davis, Commissioner, Precinct 1
Sarah Eckhardt, Commissioner, Precinct 2
Karen Huber, Commissioner, Precinct 3
Margaret Gomez, Precinct 4

From: Roger Jefferies, County Executive, JPS

SUBJECT: RECEIVE UPDATE ON ISSUES RELATED TO A PROPOSED PILOT PROGRAM WITH PARKING MOBILITY

To the Commissioners Court:

In response to Parking Mobility's and Judge Biscoe's request for an update on outstanding issues regarding a proposed pilot program with Parking Mobility, please see below:

- **Cost:** Parking Mobility was informed by our legal department that their original proposal to extract a flat fee of \$200 from every disabled parking citation was not advised based on legal statutes. The County's next proposal, presented to the court in December 2011, included \$16,000 to support the selection and training of volunteers for a yearlong pilot. Parking Mobility asserted that this amount was too low to support the operation and expenses of the company for the duration of the pilot. The County then asked Parking Mobility to come up with a fee-for-services (or similar) model and to assign values to the products and services they would be providing. In Parking Mobility's resulting counter-proposal, the County is being asked to fund \$100,000 of a \$166,000+ pilot proposal for six months.
- **Competitive Bidding/Procurement:** The counter-proposal submitted by Parking Mobility is currently being reviewed by the Purchasing Office and the County Attorney's Office to assess Parking Mobility's assertion that it is exempt from competitive bidding as outlined in

statute. At this time, it remains the opinion of County Purchasing Office that a competitive bid process must be followed according to the Local Government Code. Additionally, Parking Mobility asserts that it is/should be considered "sole source". This is also being reviewed, as Purchasing has contracts with other vendors providing electronic submission of citations.

- **Interface with County Databases:** Parking Mobility's counter proposal includes a significant amount of technology development and implementation in the scope of work. Our ITS department will need to review that portion of the scope for its need for interface with Travis County's systems and any subsequent impact.

While we are awaiting feedback from the County Attorney's Office and the Purchasing Office, I am advising that the County stakeholder group to suspend discussions with Parking Mobility for now so as not to harm PM's ability to participate in a competitive process if that is the route that is selected. The County stakeholder group has included my office (Justice and Public Safety), Constable Elfant's office, the County Attorney's Office, Justice of the Peace 5, and the Purchasing Office.

I have attached Parking Mobility's latest proposal for your information.

Please know that we are committed to finding the appropriate solution to expand and enhance the County's existing program to identify those who park illegally in disabled parking spots.

c: Jim Connolly, Travis County Attorneys Office
Cyd Grimes, Purchasing Agent
Bruce Elfant, Constable, Precinct 5
Herb Evans, Justice of the Peace, Precinct 5

Attachment



JUSTICE & PUBLIC SAFETY DIVISION

Roger W. Jefferies, Executive Manager

P.O. Box 1748 Austin, Texas 78767 Phone (512) 854-4415 Fax (512) 854-4417

**Criminal Justice
Planning**
Roger W. Jefferies
(512) 854-4415

**Counseling &
Education Services**
Caryl Colburn
(512) 854-9540

**Juvenile Public
Defender**
Kameron D. Johnson
(512) 854-4128

TO: Sam Biscoe, County Judge
Ron Davis, County Commissioner Pct. 1
Sarah Eckhardt, County Commissioner Pct. 2
Karen Hubner, County Commissioner Pct. 3
Margaret Gomez, County Commissioner Pct. 4

FR: Roger Jefferies, County Executive, Justice and Public Safety

DATE: 19 December 2011

RE: Proposed Parking Mobility Pilot

Recently staff from Justice & Public Safety along with Constable Elfant met with Craig Spradling of Parking Mobility. After meeting with Mr. Spadling and a number of volunteers that currently participate in a citizen volunteer program to address handicap parking violations, Justice and Public Safety would like to propose that Travis County enter into a contract with Parking Mobility for a pilot program utilizing a smartphone-based software application, entitled "Parking Mobility" and developed by Parking Mobility, Inc., which will allow volunteers to electronically submit citation for vehicles in violation of disabled parking laws, in compliance with current statutes and the current minimum requirements of the County's existing volunteer enforcement program.

Parking Mobility will provide access to the application, recruit and train volunteers, and submit citations electronically. Parking Mobility will allow access to the data collected by the application. The County will review all citations before they are processed.

For these services we are proposing the following payment deliverables.

1. Recruit 30 volunteers for the pilot class – \$5,000
2. Train 30 volunteers in the pilot class on use of the Parking Mobility application, and ensure their participation in training by Constable Elfant's office. – \$5,000
3. Ensure up to 1,200 citation filings during the period of performance (one year) for payment of \$5.00 per citation – up to \$6,000 max.

Total cost of services provided by Parking Mobility to Travis County during the one year pilot – up to \$16,000 max.

This pilot would last for one year and be re-evaluated for its efficacy and value to Travis County.

Thank you in advance for your consideration of this item.

Xc: Cyd Grimes, Purchasing Office
 Mike Long, Purchasing Office
 Katy Peterson, Planning and Budget Office
 Bruce Elfant, Constable Pct. 5
 Jim Connolly, Travis County Attorney's Office
 Tonya Mills, Justice and Public Safety
 Eric Calkins, Justice and Public Safety

Parking Mobility -- 6-month Travis County Pilot Budget

Staff			
Position Name	Cost	Percentage of Time on Pilot	
Executive Director	\$ 50,000.00	75%	\$ 37,500.00
Project Director	\$ 40,000.00	75%	\$ 30,000.00
Total Staff =			\$ 67,500.00
Fringe			
	Cost	Rate	
FICA / Medicare	\$ 67,500.00	7.65%	\$ 5,163.75
Health Insurance	\$ 9,000.00	75%	\$ 6,750.00
Unemployment Insurance	\$ 240.00	75%	\$ 180.00
Total Fringe =			\$ 12,093.75
Infrastructure (Highly-Available)			
	Cost		
Servers, Storage, Hosting & Bandwidth (Production, QA & Development environments)	\$ 6,500.00		\$ 6,500.00
Cloud-based community connectivity tools	\$ 600.00		\$ 600.00
Total Infrastructure =			\$ 7,100.00
Programmatic Development (specific to Travis County)			
	Cost		
Travis County Systems Integration (ticket insertion, address pull, data scraping for tracking)	\$ 7,500.00		\$ 7,500.00
Customization to current web application required by Travis County's unique project requirements & goals	\$ 22,500.00		\$ 22,500.00
Total Programmatic Development =			\$ 30,000.00
Product Maintenance & User Support			
	Cost		
Average of 20 Hours/month to respond to new feature requests by and general support for Travis County	\$ 12,000.00		\$ 12,000.00
Total Maintenance & User Support =			\$ 12,000.00
Travel			
	Cost		
Travel specific to pilot project goals	\$ 6,000.00		\$ 6,000.00
Total Travel =			\$ 6,000.00
General & Administrative			
	Cost		
Supplies	\$ 4,500.00		\$ 4,500.00
Total G&A =			\$ 4,500.00
Technology License			
	Cost		
Annual Licensing fee for technology	\$ 27,678.75		\$ 27,678.75
Total Licensing =			\$ 27,678.75

Total Budget for 6-Month Pilot =	\$	166,872.50
Project match from other funding sources =	\$	(66,872.50)
Net Budget =	\$	100,000.00

Prioritizing Measurables for Parking Mobility

1.) Volunteer Safety

- In the community's mind, this is without question the most important measurable & priority
- For 16 years people with disabilities have volunteered at entirely their own risk to report violations which have generated money for the county
- Parking Mobility represents an opportunity for volunteers to report violations in a much faster and far less conspicuous manner (using a smartphone vs writing in a ticket booklet)
- * For everyone's safety -- Constable Elfant's volunteers along with new volunteers -- Parking Mobility should be adopted as soon as the technology has been evaluated
- How is it measured -- ask the volunteers; we recommend Constable Elfant select a few of his most active volunteers to be included in the pilot to evaluate Parking Mobility's enhanced safety

2.) Volunteer Engagement / Happiness

- Safety (see above)
- Ease, convenience and inclusiveness of participation
 - The ability to report a violation in ~3 minutes without interrupting their personal activity
 - Not having to have the ticket pamphlet, a pen, the precinct map, etc to report a violation
- * The empowerment of volunteering when one's disability currently prevents participation
- Administrative / judicial transparency -- following tickets through the process is a huge tangible benefit for volunteers
- How is it measured -- ask the volunteers

3.) Technology

- Volunteer Safety (see above)
- Ease & convenience of reporting will translate into more reports submitted
- Scalability of the volunteer base without increased administrative overhead
- County administrative efficiency (eg, not requiring the current double manual-entry of tickets)
- County Administrative control and reporting (see below)
- How is it measured -- does the technology *work*?

4.) Community Awareness

- The Legislature's goal in applying stiff fines and enacting these volunteer programs is to eliminate abuse
- Abuse will only be eliminated when the broader public is made aware of the importance of disabled parking and the adverse impact of its abuse
- The larger the volunteer program, the more proactive community awareness will be generated
- How is it measured -- the number of volunteers and the level of their activity

5.) **Quantitative Reporting and Resource Planning for Travis County**

- As he expressed before the Court, it is very difficult for Constable Elfant to provide metrics on the volunteer program
 - It's in the best interests of everyone -- the Constables, JPs, Court and volunteers -- if disabled parking efforts had greater visibility/understanding and their impact known
 - Demonstrating the value of the Constables' efforts will further strengthen their budgets
- Parking Mobility provides instant volunteer-, location- and time-based analysis which can be integrated with other Travis County systems
- Improved and more publicly-accessible knowledge of currently available disabled parking
- Ability to respond to missing/impaired parking signage (rendering the spot unenforceable)
- * Establishes a collaborative platform with the disability community whereby individuals can identify where disabled parking is needed & the community votes on the priority of new spots
 - Hugely important in optimizing Travis County's resources and their impact
- How is it measured -- does the technology *work*?

6.) **Collection rate**

- Parking Mobility agrees that an increase in the collection rate is important (in order to further curb abuse)
 - Once Travis County is comfortable with Parking Mobility, we would like to further collaborate on additional technology that will improve collections
- Since a Parking Mobility ticket contains all of the information of a current volunteer ticket (and a whole lot more), at worst the collection rate will be the same
 - Of course, the community believes the collection rate will be higher
 - Even if the collection rate remains the same, the increased number of violations reported (for the reasons stated above) along with improved volunteer safety will justify the program
- * Despite its revenue importance, the community believes the safety of the volunteers outweighs determining the impact of Parking Mobility on the collection rate

DRAFT

PROFESSIONAL SERVICES AGREEMENT FOR PILOT PROGRAM FOR SOFTWARE ASSISTED
SUBMISSION OF VOLUNTEER-ISSUED DISABLED PARKING VIOLATION CITATIONS

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

RECITALS

This AGREEMENT is made and entered into between Travis County, a political subdivision of the State of Texas, and PARKING MOBILITY FOUNDATION, a Texas non-profit corporation.

As a PILOT PROGRAM, the COUNTY desires to obtain access to use of a smartphone-based SOFTWARE APPLICATION, entitled "Parking Mobility" and developed by COAL HARBOUR GROUP TECHNOLOGY INC. to allow VOLUNTEERS to electronically submit CITATIONS for vehicles in violation of disabled parking laws, in compliance with current statutes and the current MINIMUM REQUIREMENTS of the COUNTY'S existing VOLUNTEER ENFORCEMENT PROGRAM.

The DEVELOPER shall provide access to the application, recruit and train volunteers, and submit citations electronically. The DEVELOPER shall allow access to the data collected by the application. The COUNTY will review all citations before they are processed.

The COUNTY and the DEVELOPER agree as follows:

1. DEFINITIONS

1.1 The AGREEMENT is this document, entitled "PROFESSIONAL SERVICES AGREEMENT FOR PILOT PROGRAM FOR SOFTWARE ASSISTED SUBMISSION OF VOLUNTEER-ISSUED DISABLED PARKING VIOLATION CITATIONS," together with all exhibits and appendices attached hereto.

1.2 VOLUNTEERS are civilian citizens who are trained and certified to issue CITATIONS for vehicles in violation of certain disabled parking laws, as covered by current statute.

1.3 The PARKING MOBILITY SOFTWARE APPLICATION (alternately referred to as THE APPLICATION, THE SOFTWARE, or THE SOFTWARE APPLICATION) is software licensed to PARKING MOBILITY FOUNDATION. The software application is currently compatible with iPhone, Android and Blackberry-based smartphones. The software allows a volunteer to submit a CITATION to the COUNTY. The CITATION will arrive in COUNTY offices in the form of an Adobe PDF file (or similar). CIATATIONS submitted by the application shall, at a minimum, include photographs (most often three (3), but in no

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event less than one (1)) of the vehicle and the GPS coordinates for each photo, as well as text that is compatible with the format of the COUNTY'S current CITATION.

- 1.4 SMARTPHONES are mobile telephones with advanced capabilities, including cameras, internet access, and Global Positioning System (GPS) access. Current examples as of December, 2011 include Apple's iPhone and smartphones which use the Android and Blackberry operating system.
- 1.5 CITATIONS are official legal documents indicating an infraction. For the purposes of this PILOT PROGRAM, CITATIONS are issued for the specific violations of current disabled parking laws that are covered by the existing VOLUNTEER ENFORCEMENT PROGRAM.
- 1.6 The PILOT PROGRAM is a limited term agreement for services with a specific start and end date. A PILOT PROGRAM serves to allow both the DEVELOPER and the COUNTY to evaluate whether or not a longer term contract is desirable and/or feasible.
- 1.7 The MINIMUM REQUIREMENTS entails all of the current practices, procedures, and responsibilities of the existing VOLUNTEER ENFORCEMENT PROGRAM including criminal background checks, individual screening, training, and support for volunteers.
- 1.8 COAL HARBOUR GROUP TECHNOLOGY INC. has licensed PARKING MOBILITY to PARKING MOBILITY FOUNDATION, a Texas non-profit corporation, for use in the State of Texas. For purposes of this agreement, PARKING MOBILITY FOUNDATION is deemed to be the DEVELOPER.
- 1.9 THE VOLUNTEER ENFORCEMENT PROGRAM is the COUNTY'S current, paper-based program for volunteers issuing disabled parking citations.

2. SCOPE OF SERVICES

The DEVELOPER shall contract with the COUNTY for the following services to be provided for a 6-month term starting on the execution of this AGREEMENT.

2.1 BASIC SERVICES

2.1.1 The DEVELOPER must perform "Basic Services," which include:

- (a) All services set forth herein that are required for the DEVELOPER's performance of the PILOT PROGRAM.
- (b) The detailed Scope of Services for this AGREEMENT set forth in section 2.2 (the "Scope of Services")

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2.2 DETAILED SCOPE OF SERVICES

COUNTY shall:

- Collaborate with DEVELOPER and provide the prompt and timely resources reasonably necessary to allow DEVELOPER to fulfill its Scope of Services listed below, with emphasis on Tasks A.2 and A.6.
- Provide geo-location data (in KML files or similar formats) for the COUNTY'S five (5) Constable Precincts.
- Assign five (5) of its current volunteers to be trained and use THE SOFTWARE APPLICATION in Task A.3. The purpose of this is for the COUNTY to have qualitative feedback from its existing volunteers on THE SOFTWARE APPLICATION.
- Be responsible for running background checks on all VOLUNTEERS. If the COUNTY elects, (i) DEVELOPER shall provide the COUNTY a national criminal background report for each VOLUNTEER from a recognized firm in the industry and (ii) the COUNTY shall pay DEVELOPER \$50 for each such report provided, to be invoiced separately.

DEVELOPER shall:

- Maintain sufficient staff and administrative support to carry out the Scope of Services and any established goals, objectives and activities presented in this Agreement.
- Provide the COUNTY with access and use of its SOFTWARE APPLICATION.
- Provide the necessary infrastructure hardware and software to implement and support the project in Task A.1.
- Customize existing technologies to comply with the unique requirements of the PILOT in Task A.2.
- Recruit 30 VOLUNTEERS who meet the MINIMUM REQUIREMENTS for the VOLUNTEER PARKING ENFORCEMENT program in Task A.3.
- Train the VOLUNTEERS to use THE SOFTWARE APPLICATION and ensure that the VOLUNTEERS have attended COUNTY TRAINING before VOLUNTEERS are allowed to participate in the PIOLT PROGRAM in Task A.4.
- Train the COUNTY on the use of THE SOFTWARE APPLICATION in Task A.5.
- Collaborate with the COUNTY to implement technologies to provide the quantitative analysis which the COUNTY needs to evaluate the PILOT in Task A.6.
- Scale the number of VOLUNTEERS participating in the PILOT once the COUNTY is comfortable with THE SOFTWARE APPLICATION in Task A.7.
- Implement technologies allowing citizens to notify the COUNTY of disabled parking with missing or defaced signage in Task A.8.

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- Implement technologies allowing the COUNTY'S citizens to find, share and maintain a record of disabled parking locations and their accessible criteria in Task A.9.
- Implement technologies allowing citizens to suggest locations of new disabled parking, thereby enabling the COUNTY to optimize its resource planning in Task A.10.
- Support all VOLUNTEERS submitting CITATIONS to the COUNTY through THE SOFTWARE APPLICATION in Task A.11.
- Provide prompt and timely updates to THE SOFTWARE APPLICATION as requested by the COUNTY or otherwise needed for proper utilization in Task A.12.
- Provide ongoing volunteer engagement in order to determine user satisfaction, evaluate efficiency and collect user input on overall quality of THE SOFTWARE APPLICATION in Task A.13.
- Provide presentations, educational materials and data reports as requested by county representatives and officials in Task A.14.
- Provide a final analysis of the PILOT within 30 days following the end of the PILOT in Task A.15.

Task A.1 – DEVELOPER shall provide the necessary infrastructure hardware and software to implement and support the project.

Task A.1.1 - DEVELOPER shall provide infrastructure technologies to include but not limited to:

- Servers (load balancers, web servers and database servers)
- Data Storage
- Data Integration
- Web application hosting
- Bandwidth
- Quality Assurance software
- Security

DEVELOPER shall maintain separate infrastructures for testing, QA and production to affect COUNTY'S unique project requirements and goals.

The production infrastructure shall utilize highly-available, fully-redundant technology that minimizes service interruption and maximizes data integrity and protection. This includes, but is not limited to, load-balanced multiple web servers with a highly-

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available SQL database server with hot spare fail-over server. In addition, encryption and security features shall be implemented.

Deliverables for Task A.1 – DEVELOPER shall provide the COUNTY with a list of all technology utilized in implementation of project.

Task A.2 – DEVELOPER shall customize existing technologies to comply with the unique requirements of the PILOT.

Task A.2.1 – DEVELOPER shall make modifications to current web application specific to the limited PILOT as outlined by the COUNTY. The COUNTY acknowledges that the unique project requirements and goal of the PILOT are substantially different from the technology first offered by DEVELOPER to the COUNTY. The technology will be limited to 30 users for the COUNTY and will have certain scalable functions modified in order to fit the specifics of the limited PILOT. Web application redevelopment will be complete within 60 days of the PILOT start date.

Deliverables for Task A.2.1 – DEVELOPER shall provide a full report detailing the technology customization.

Task A.2.2 – DEVELOPER shall collaborate with the COUNTY to automate CITATION submissions.

DEVELOPER acknowledges the COUNTY'S concerns over automatic insertion of CITATION data into COUNTY'S computer networks. However, this efficiency can be accomplished securely and in a manner in which the COUNTY retains full control. This CITATION automation is necessary for the COUNTY to process the violations generated by THE SOFTWARE APPLICATION.

Unique for the COUNTY, DEVELOPER shall implement a feature (CITATION SUBMISSION AUTOMATION) on the THE SOFTWARE APPLICATION'S web-based government administrative portal which allows the COUNTY to:

- View all new CITATIONS which have yet to be processed by the COUNTY
- View the particular details of each unprocessed CITATION
- Approve a CITATION which:
 - Retrieves the most recent mailing address for the license plate of the vehicle in the CITATION and adds this mailing address to the CITATION

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- Prints out the CITATION
- If elected by the COUNTY, prints the CITATION'S mailing address on an envelope
- Electronically submits the CITATION data to the COUNTY'S systems that the COUNTY currently has to manually enter such CITATION data

The CITATION SUBMISSION AUTOMATION will (i) only be available to COUNTY staff designated by the COUNTY and (ii) only function on computers (and if desired, only designated computers utilizing MAC Address locking) within the COUNTY'S networks. As implemented, the CITATION SUBMISSION AUTOMATION will be secure, save the COUNTY significant resources and allow the COUNTY to handle CITATIONS far more effectively and efficiently.

Deliverables for Task A.2.2 – So long as the COUNTY collaborates with DEVELOPER and provides the prompt and timely resources reasonably necessary to fulfill Task A.2.2, DEVELOPER shall demonstrate to the COUNTY that the CITATION SUBMISSION AUTOMATION (i) fulfills the functionality outlined above, (ii) is only available to COUNTY staff designated by the COUNTY and (ii) only functions on computers (and if desired, only designated computers) within the COUNTY'S networks.

Task A.3 – Recruit 30 VOLUNTEERS who meet the MINIMUM REQUIREMENTS for both the current program and for the PILOT.

Task A.3.1 – DEVELOPER shall recruit 30 volunteers who DEVELOPER reasonably believes meet the COUNTY'S current screening requirements and pass background checks, and who own either an iPhone, Android or Blackberry-based smartphone.

Deliverables for Task A.3 – DEVELOPER shall provide the COUNTY a list of 30 volunteers who meet the requirements as outlined above. DEVELOPER shall direct potential VOLUNTEERS to be screened by the COUNTY in compliance with current practices.

Task A.4 – DEVELOPER shall train VOLUNTEERS on the use of THE SOFTWARE APPLICATION.

Task A.4.1 – DEVELOPER shall train VOLUNTEERS in the proper, accurate, and complete use of THE SOFTWARE APPLICATION. DEVELOPER shall be the sole source for technical and user support related to THE SOFTWARE APPLICATION.

Deliverables for Task A.4.1 – DEVELOPER shall certify to the COUNTY that each VOLUNTEER has completed the DEVELOPER'S training for THE SOFTWARE APPLICATION.

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VOLUNTEERS will then be directed by the COUNTY to complete the COUNTY'S existing training and certification before being allowed to submit citations through THE SOFTWARE APPLICATION.

Task A.5 – DEVELOPER shall train the COUNTY on the use of THE SOFTWARE APPLICATION.

Task A.5.1 – DEVELOPER shall train the COUNTY in the proper, accurate, and complete use of THE SOFTWARE APPLICATION as it pertains to the web-based government administrative portal. DEVELOPER shall be the sole source for technical and user support related to THE SOFTWARE APPLICATION.

Deliverables for Task A.5.1 – DEVELOPER shall certify to the COUNTY that each designated COUNTY personnel designated by the COUNTY has completed the DEVELOPER'S training for the administrative aspects of THE SOFTWARE APPLICATION. As new administrative features are added or existing ones modified, DEVELOPER shall augment the original training and certify that all COUNTY personnel designated by the COUNTY are up-to-date on said training. DEVELOPER shall promptly respond to support requests from the COUNTY and its designated staff.

Task A.6 – DEVELOPER shall collaborate with the COUNTY to implement technologies to provide the quantitative analysis which the COUNTY needs to evaluate the PILOT.

Task A.6.1 – DEVELOPER shall engage the participation of the COUNTY IT staff in order to fully integrate all necessary data systems in order to:

- Track CITATIONS
- Track collections
- Provide geographical, map-based data
- Retrieve, compile and download/export data
- Volunteer management
- Provide project evaluation

Deliverables for Task A.6.1 – DEVELOPER shall provide a full implementation report.

Task A.7 – DEVELOPER shall scale the number of VOLUNTEERS participating in the PILOT once the COUNTY is comfortable with THE SOFTWARE APPLICATION.

Task A.7.1 – Once DEVELOPER has demonstrated that THE SOFTWARE APPLICATION functions properly, consistently and securely – in particular the CITATION SUBMISSION

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AUTOMATION in Task A.2.2 – DEVELOPER shall scale the number of VOLUNTEERS participating in the PILOT by (i) transitioning the COUNTY’S original volunteers into the PILOT and (ii) recruiting additional VOLUNTEERS who meet the MINIMUM REQUIREMENTS specified in Task A.3. In the instance of subparagraph (ii) of the preceding sentence, the additional VOLUNTEERS shall be trained pursuant to Task A.4.

Task A.7 scales the PILOT to more effectively address disabled parking abuse as well as creating the safest environment for the COUNTY’S volunteers (e.g., the faster the report process, the less likely volunteers will face confrontation while reporting disabled parking violations).

Deliverables for Task A.7.1 – DEVELOPER shall (i) certify to the COUNTY that the COUNTY’S original volunteers who are interested in transitioning to the PILOT have completed the DEVELOPER’S training for THE SOFTWARE APPLICATION and (ii) train the newly recruited VOLUNTEERS under Task A.7 in the fashion stipulated in Task A.4.

Task A.8 – DEVELOPER shall implement technologies allowing citizens to notify the COUNTY of disabled parking with missing or defaced signage.

Task A.8.1 – Texas law required disabled parking signage to be plainly visible for parking to be enforceable. More than 25% of all disabled parking is unenforceable due to poor or lacking signage. DEVELOPER shall implement technologies allowing citizens to use their smartphone to electronically notify the COUNTY of disabled parking with poor or lacking signage (including GPS coordinates, street address and photo). This technology will improve accessibility for the community and enhance the COUNTY’S enforcement efforts and resulting fine revenue.

Deliverables for Task A.8.1 – DEVELOPER shall demonstrate this aspect of THE SOFTWARE APPLICATION and provide the necessary training to VOLUNTEERS and the COUNTY to fully utilize this technology.

Task A.9 – DEVELOPER shall implement technologies allowing the COUNTY’S citizens to find, share and maintain a record of disabled parking locations and their accessible criteria.

Task A.9.1 – Currently the COUNTY offers a service whereby a citizen can call up and request locations of disabled parking. DEVELOPER shall automate this functionality by allowing citizens to use either their smartphone or THE SOFTWARE APPLICATION’S website to find, share and maintain a record of the disabled parking in the COUNTY. The resultant data from this technology will include granular data addressing all levels of

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accessible need (i.e., ramp accessibility). This technology will be more effective and efficient than the COUNTY'S current service, and it will save the COUNTY'S resources.

Deliverables for Task A.9.1 – DEVELOPER shall demonstrate this aspect of THE SOFTWARE APPLICATION and provide the necessary training to VOLUNTEERS and the COUNTY to fully utilize this technology.

Task A.10 – DEVELOPER shall implement technologies allowing citizens to suggest locations of new disabled parking, thereby enabling the COUNTY to optimize its resource planning.

Task A.10.1 – DEVELOPER shall implement technologies allowing citizens to use either their smartphone to suggest where disabled parking locations are needed. Each suggestion will include GPS coordinates, street address, a photo of the area and a textual reason why disabled parking is needed there. The COUNTY'S community votes on and prioritizes these suggestions. The COUNTY shall have access to all related data which it can utilize in its resource planning.

Deliverables for Task A.10.1 – DEVELOPER shall demonstrate this aspect of THE SOFTWARE APPLICATION and provide the necessary training to VOLUNTEERS and the COUNTY to fully utilize this technology.

Task A.11 – DEVELOPER shall support all VOLUNTEERS submitting CITATIONS to the COUNTY through THE SOFTWARE APPLICATION.

Task A.11.1 – DEVELOPER shall ensure that all VOLUNTEERS are actively submitting accurate and complete CITATIONS.

Deliverables for Task A.11.1 – For the 6-month duration of the PILOT, DEVELOPER shall ensure that the CITATIONS are complete, accurate, and securely delivered to the COUNTY. So long as the COUNTY has collaborated with DEVELOPER to achieve Task A.6, DEVELOPER shall also provide the COUNTY with access to the data collected by THE SOFTWARE APPLICATION for auditing and reporting purposes.

Task A.12 – DEVELOPER shall provide prompt and timely updates to THE SOFTWARE APPLICATION as requested by the COUNTY or otherwise needed for proper utilization.

Task A.12.1 – DEVELOPER shall promptly resolve functional issues which arise in any aspect of THE SOFTWARE APPLICATION, including the smartphone and website technologies. DEVELOPER shall implement new features requested by the COUNTY unless said features require substantial development, in which case DEVELOPER will

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coordinate with the COUNTY to determine an additional invoice amount to cover such development. DEVELOPER shall provide training to VOLUNTEERS and the COUNTY concerning technological or procedural updates.

Deliverables for Task A.12.1 – DEVELOPER shall document and provide technological and procedural updates to THE SOFTWARE APPLICATION as needed or as requested by the COUNTY.

Task A.13 – DEVELOPER shall provide ongoing volunteer engagement in order to determine user satisfaction, evaluate efficiency and collect user input on overall quality of THE SOFTWARE APPLICATION.

Deliverables for Task A.13 – DEVELOPER shall provide periodic analysis in written and electronic formats.

Task A.14 – DEVELOPER shall provide presentations, educational materials and data reports as requested by county representatives and officials.

Deliverables for Task A.14 – DEVELOPER shall provide a list of presentations, educational materials and data reports.

Task A.15 – DEVELOPER shall provide a final analysis of the PILOT within 30 days following the end of the PILOT.

Task A.15.1 – Final analysis shall include data relative to violations written, reporting time, final and current status of all violations reported, user comments and analysis, cost efficacy of the project and overall functionality of the technology. Final analysis shall provide recommendations on implementation of fully scalable and functional program.

Deliverables for Task A.15 – DEVELOPER shall provide a final analysis in written and electronic formats.

From Craig Spradling - 4 pages

Exemption from Competitive Bidding for Parking Mobility

Parking Mobility is requesting exemption from a competitive bid process pursuant to Section 262.024(a) of the State of Texas Local Government Code (as well as the corresponding provisions of the Travis County Purchasing Policy and Procedural Manual).

Parking Mobility should be exempted from competitive bid on the following grounds:

- an item necessary to preserve or protect the public health or safety of Travis County residents (clause 2)
- an item necessary because of unforeseen damage to public property (clause 4))
- a professional service (clause (4)
- an item that can only be obtained from one source (clause 7)

Furthermore, Parking Mobility's goal is to eliminate disabled parking abuse. No other vendor would bid on a business model in which they kill their own market.

Public Health and Safety

Abuse of disabled parking creates a safety detriment for our citizens. The abuse either prevents the individual access to the destination OR forces them to use inaccessible parking, which often means parking in traffic flow and slopes which cause instability. In addition, instances of a "blocking" violation create circumstances of false imprisonment in which people with disabilities cannot get back in their vehicle, preventing access to medical and other health services.

Damage to Public Property

Further, 1 in 3 disabled parking spots have missing or defaced signage (public property). Clear, visible disabled parking signage (i) ensures access for your citizens with disabilities and (ii) is required by the Legislature for enforcement of these spots. Parking Mobility allows your citizens to immediately notify Travis County of this damage so that signage can be corrected and accessibility returned to your citizens. The key is ensuring access.

Professional Service

In our dealings with the City of Austin, Yolanda Miller (Deputy Purchasing Manager) believes that as a professional service Parking Mobility is exempt from a competitive bid process under the Local Government Code. We ask Travis County to likewise extend an exemption.

Sole Source

Parking Mobility has been working with Travis County and other jurisdictions for nearly a year. Parking Mobility has received significant media coverage because no other product exists. The City of Austin performed an exhaustive national search and found no similar products. Moreover, Parking Mobility's focus is not simply the issuance of tickets. We are a 501(c)(3) engaging the community to generate the education/awareness necessary to eliminate the abuse.

Current
Travis
County
Volunteer
Program

1. Recruiting

No active recruiting

Capped at 30 volunteers due to administrative overhead

2. Training

4-hour training course offered on a Saturday morning only when existing volunteers resign

3. Deputization

County Constable / J.P. deputize volunteer after completing training and running required background check

4. Reporting

To report a violation -- **20+ minutes**, a pen, your ticket pad, a County precinct map and camera (optional)

Must hand-write ticket around the vehicle for 20+ minutes

Optional photo(s) have no authenticity



Engage and leverage community nonprofits to expand volunteer base

Social media

Prospective volunteers could take an online 4-hour course approved by the County

Same

To report a violation -- **3 minutes** and your phone

Take 3 quick **tamperproof** photos and submit

All other information (including an audio recording) is collected and authenticated automatically by the app

Benefits

Scale the volunteer program to most effectively address disabled parking abuse

Generates broad awareness/education required to prevent future abuse

Citizens can get trained at their convenience (over several days if necessary)

Makes volunteering more inclusive and accessible

The more citizens trained, the more community awareness on disability issues

Far safer for the volunteer -- less conspicuous (phone vs ticket pad) and less time = less confrontation (3 mins vs 20+ mins)

Audio recording of report process adds higher levels of safety and inclusiveness (empowering more persons with a disability to participate)

The easier and quicker the process, the more volunteers will participate and the more violations will be gathered

Current
Travis
County
Volunteer
Program

**5. County
Administration**

County must transcribe and manually enter ticket information into **two** separate County systems

**6. Delivery
of Ticket**

Ticket is mailed to the registered address for the vehicle in violation

**7. Adjudication
Process**

Once the Constable submits a ticket to the Justice of the Peace, there is no visibility of ticket status, collections, etc.

Volunteers only form of feedback is negative -- being called to defend a ticket in court

**8. County
Analytics**

County only knows how many tickets are submitted

No other analysis is available -- quantitative, qualitative, time-lapsed or geo-location (map-based)



Filters out incomplete / incorrect violations

Once Constable approves ticket, the information can be automatically entered into all County systems

Constable immediately receives via email a color PDF ticket (with photos embedded) based on County-provided template

Same

Tracks each step for each ticket, viewable by the County, volunteers and the entire community

Justice of the Peace has immediate online access to all ticket data, including photos and audio recording

Provides online analysis of all data which can be downloaded for County use and planning:

- Volunteer Management
- Collections
- Adjudication Reviews
- Geographic & Time Analysis Identifying Peaks of Abuse

Benefits

Saves County labor resources

Ensures all violations are processed and ticketed (avoid violations being thrown out because they cannot be read)

Tickets with photographic evidence are 81% more likely to be paid

Volunteers are happier and more engaged because they can follow their tickets to see the difference being made

Demonstrates (i) the extent of the abuse and (ii) the efforts of the County and volunteers to eliminate the abuse

Improved County resource planning with analysis identifying where the abuse is greatest

Strengthens relationship with volunteers

Additional Parking Mobility Features Not Possible in Current Travis County Program



1. Notifying Travis County When Disabled Parking Signage is Missing or Defaced

- Texas law requires disabled parking signage to be plainly visible for parking to be enforceable
- More than 25% of all disabled parking does not have proper signage
- In 30 seconds, citizens can electronically provide Travis County all required information (location, photo, etc)
- **Why this is important:**
 - Improved accessibility for the community
 - Effective enforcement & fine revenue for Travis County

2. Finding, Sharing & Maintaining Locations of Disabled Parking

- Using the map on their phones or the website, citizens can view all disabled parking locations for any street address
- Citizens can search for parking based on their needs -- curb-cut proximity, ramp accessibility, etc.
- In 30 seconds, citizens can share locations of disabled parking with the rest of the community
- As parking conditions change, in 30 seconds citizens can update information on any parking spot
- **Why this is important:**
 - Empowers the disability community to manage local disabled parking
 - Saves Travis County resources (currently citizens call the Constables asking for parking locations)

3. Suggesting Locations for Disabled Parking

- In 30 seconds, citizens can electronically provide the location, a photo and the reason why parking is needed
- Travis County citizens vote on these suggestions to prioritize the need
- Currently, the difficulty of requesting additional disabled parking prevent citizens from even trying
- **Why this is important:**
 - Simplifies and streamlines the process whereby the community can request and affect positive change
 - Allows Travis County to prioritize its resource planning to address the consensus needs of the community



Travis County Commissioners Court Agenda Request

Meeting Date: March 20, 2012

Prepared By/Phone Number: Garry Brown 854-9333

Elected/Appointed Official/Dept. Head: Commissioner Karen Huber

Commissioners Court Sponsor: Commissioner Karen Huber

AGENDA LANGUAGE: Consider and take appropriate action on the appointment of Russell Munsch to the Emergency Services District #8 Board of Commissioners to serve immediately until December, 31, 2013.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING: N/A

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.

MUNSCH HARDT

ATTORNEYS & COUNSELORS

Dallas | Houston | Austin

RUSSELL L. MUNSCH
[Redacted]
[Redacted]
[Redacted]

December 14, 2011

Via E-mail and U.S. First Class Mail

Garry Brown
Chief of Staff, Commissioner Karen Huber
314 W. 11th Street, Suite 530
Austin, Texas 78701

Re: Emergency Services District No. 8

Dear Garry:

Garry, I enjoyed the opportunity to talk to you last week about the possibility of serving as a Commissioner on the Emergency Services District No. 8. This letter will serve as my indication of interest on serving on the District and my resume and qualifications are attached hereto.

As I mentioned, I am the name partner of one of Texas' largest commercial law firms with offices in Austin, Dallas and Houston. I have lived in the Barton Creek Lakeside community in Spicewood for the past 12 years. The recent impact of the wildfires in and around Barton Creek Lakeside in September created a greater sense of awareness for dealing with emergency services. My particular area of legal practice involves the representation of larger companies, financial institutions and creditors in various restructures and crisis situations. I believe I can bring a unique point of view and experience to the District.

Please feel free to contact me if you have any comments or questions.

Very truly yours,

MUNSCH HARDT KOPF & HARR, P.C.

By: _____

Russell L. Munsch

RLM:akm

Enclosure

RUSSELL L. MUNSCH
MUNSCH HARDT KOPF & HARR, P.C.
Frost Bank Tower
401 Congress Avenue, Suite 3050
Austin, Texas 78701

Telephone: [REDACTED] ♦ Facsimile: [REDACTED]

email: [REDACTED]

Mr. Munsch is one of the founding shareholders of Munsch Hardt Kopf & Harr, P.C., a 108-attorney, full service business law firm with offices in Dallas, Houston and Austin, Texas. Mr. Munsch is a member of the Firm's Reorganization and Creditors' Rights Section. From 2005-2011, Mr. Munsch has been selected by *Chambers USA* as one of America's Leading Business Lawyers. He has also been selected by his peers to be included in the 2006-2012 editions of *The Best Lawyers in America*. Since 2003, Mr. Munsch has been selected each year by *Texas Monthly* as one of the "Super Lawyers" within the State of Texas. In 2002 and 2007, he was selected by the *Texas Lawyer* publication as one of "Texas' Top Notch Lawyers", listing Texas' top attorneys in 25 different practice areas, including Reorganization and Bankruptcy. He is also listed in the 2004-2010 *K&A Restructuring Register: America's Top 100*, which is comprised of nationally recognized attorneys and financial advisors currently specializing in reorganization, restructuring, insolvency and bankruptcy matters. Mr. Munsch has also been featured in *The International Who's Who of Insolvency & Restructuring Lawyers* from 2007-2010.

Mr. Munsch's business focus has been primarily on the restructure and reorganization of various public and private companies, representation of significant creditors and financial institutions and the representation of entities acquiring assets from troubled organizations. Mr. Munsch's experience relates to all phases of creditor rights, insolvency, bankruptcy and commercial law. Primary emphasis during the last several years has been in the representation of major creditors, bank groups and financial institutions in large loan workouts and bankruptcies throughout the country.

Some of the more notable cases on which Mr. Munsch has worked include Lehman Brothers, Enron Corporation, SemGroup Corporation, Northwest Airlines, Coho Energy Corporation, Dow Corning Corporation, Anchor Glass Corporation, Fruehauf Trailer Corporation, The Southland Corporation, Columbia Gas Transmission Company, Lomas Financial Corporation and AmeriTruck Refrigerated Transport. Mr. Munsch also served as bankruptcy counsel to Nelson Bunker Hunt. The Nelson Bunker Hunt Chapter 11 proceeding is considered the largest personal bankruptcy proceeding in history and involved over \$2 billion in disputed creditor claims. Mr. Munsch has extensive experience in the representation of trustees and creditors committees in cases throughout the country. Mr. Munsch has also served as trustee and examiner in cases in Texas.

Mr. Munsch is a frequent speaker on various bankruptcy and creditors' rights issues and a member of the American Bankruptcy Institute, the Travis County Bar Association Bankruptcy Section and the Business Bankruptcy Section of the State Bar of Texas.

Mr. Munsch is married and has a daughter who lives in Austin.



Travis County Commissioners Court Agenda Request

Meeting Date: March 20, 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 Session of March 6, 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, March 6, 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 March 6, 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 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) (Action Item #10)

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Sarah Eckhardt, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Members of the Court heard from:
Anna Bowlin, Engineering Services Director, Transportation and Natural Resources (TNR)

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Sarah Eckhardt, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

2. 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. (Commissioner Huber) (Action Item #11)

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Karen L. Huber, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Members of the Court heard from:
Anna Bowlin, Engineering Services Director, TNR

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Karen L. Huber, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Citizens Communication

Members of the Court heard from:
Leroy Nellis, Budget Director, Planning and Budget Office (PBO)
Leslie Browder, County Executive, PBO
Gus Peña, Travis County Resident
Dr. John K. Kim, Travis County Resident
Morris Priest, Travis County Resident
Ronnie Gjemre, Travis County Resident

Special Item

3. 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

4. Approve Proclamation declaring March 2012 as "Purchasing Month" in Travis County.

Members of the Court heard from:
Cyd Grimes, Travis County Purchasing Agent
Marvin Brice, Purchasing Assistant, Construction Procurement Management, Purchasing

MOTION: Approve the Proclamation in Item 4.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Purchasing Office Items

5. Approve interlocal agreement No. IL120116SH, education and training services, University of Texas Southwestern Medical Center.

RESULT: **ADDED TO CONSENT**

6. a. Approve the Techshare Resource Sharing Addendum to the Conference of Urban Counties interlocal agreement for the Common Integrated Justice System, 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.

Members of the Court heard from:

Judge Susan Steeg, Justice of the Peace Precinct 3

Tanya Acevedo, Project Management Division Manager, Information Technology Systems (ITS)

Tenley Aldrege, Assistant County Attorney

MOTION: Approve Items 6.a–b.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Karen L. Huber, Commissioner

AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

7. Declare list of certain items as surplus and sell at public auction pursuant to Section 263.151 of the Texas Local Government Code.

RESULT: **ADDED TO CONSENT**

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

RESULT: **ADDED TO CONSENT**

9. 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.

RESULT: **ADDED TO CONSENT**

Transportation, Natural Resources and Facilities Dept. Items

10. 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 in Precinct Two. (Commissioner Eckhardt)

RESULT: **ADDED TO CONSENT**

11. 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. (Commissioner Huber)

RESULT: **ADDED TO CONSENT**

12. Consider and take appropriate action on schematic design for the Phase 1 landscape improvements at the Heman Marion Sweatt Courthouse.

RESULT: **ADDED TO CONSENT**

13. Consider and take appropriate action on correction of scrivener's errors in §82.216(b), Travis County Code, relating to subdivisions supplied by centralized groundwater systems

RESULT: **ADDED TO CONSENT**

Health and Human Services Dept. Items

14. Consider and take appropriate action on request from Ending Community Homeless Coalition, Inc. for administrative space in the Palm Square Building.

RESULT: ADDED TO CONSENT

Planning and Budget Dept. Items

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

RESULT: ADDED TO CONSENT

16. Consider and take appropriate action on requested debt issuance schedule and funding for Fiscal Year 2012 capital projects.

Members of the Court heard from:

Jessica Rio, Assistant Budget Manager, PBO
Dr. John K. Kim, Travis County Resident
Leroy Nellis, Budget Director, PBO
Ladd Pattillo, Travis County Financial Advisor

RESULT: DISCUSSED

Reset for: 3/13/2012

Administrative Operations Items

17. 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.

RESULT: ADDED TO CONSENT

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

RESULT: ADDED TO CONSENT

19. Consider and take appropriate action on the report from the Compensation Committee including:

- a. Revisions to report since the last Court presentation;
- b. The job analysis project conducted by HRMD during Fiscal Year 2011-12; and
- c. Implementation date for market adjustments and other compensation recommendations.

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

Members of the Court heard from:

Diane Poirot (formerly Blankenship), Director, Human Resources Management Department (HRMD)
Sherri Fleming, County Executive, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS)
James Collins, Senior Chief Deputy, County Attorney's Office
Todd Osburn, Compensation Manager, HRMD

Travis Gatlin, Senior Budget Analyst, PBO
Leroy Nellis, Interim County Executive, PBO
Susan Spataro, Travis County Auditor
Christina Adair, Chief Assistant II, Travis County Auditor's Office
Beth Blankenship, Chief Assistant II, Travis County Auditor's Office
Greg Powell, Representative, American Federation of State, County and Municipal Employees (AFSCME)

RESULT: DISCUSSED

Reset for: 3/13/2012

Other Items

20. Consider and take appropriate action regarding proposed changes to Chapter One of the Travis County Code, Commissioners Court Rules of Procedure and Citizens Communication.

Clerk's Note: The Court discussed adding a 6-year reappointment process for all appointments to Section 1.017.

Members of the Court heard from:

Morris Priest, Travis County Resident
Ronnie Gjemre, Travis County Resident
John Hille, Assistant County Attorney

MOTION: Approve Item 20, with the discussed revision.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Karen L. Huber, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

21. Consider and take appropriate action regarding selection of furniture for Commissioners Courtroom at 700 Lavaca, Austin.

RESULT: POSTPONED

Reset for: 3/13/2012

22. Receive update and take appropriate action on status of preparation and distribution of voter registration certificates to Travis County residents.

Members of the Court heard from:

Deece Eckstein, Intergovernmental Relations Officer, Intergovernmental Relations (IGR)
Dolores Lopez, Division Director, Voter Registration, Tax Assessor Collector's Office
Ronnie Gjemre, Travis County Resident

RESULT: DISCUSSED

23. Consider and take appropriate action on the amended equitable sharing program compliance notice for Federal forfeitures (U.S. Department of Justice filing).

RESULT: ADDED TO CONSENT

24. 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.

RESULT: ADDED TO CONSENT

25. Consider and take appropriate action on request from Precinct Two Constable's Office to use training fund for travel costs to attend Police Week 2012 in Washington, DC from May 11 through 17, 2012 to honor fallen Precinct Two Deputy, Corporal Kevin Lee Aigner.

RESULT: ADDED TO CONSENT

26. Receive state required racial profiling report for calendar year 2011 from Precincts Three and Four Constables.

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

27. Receive briefing from the County Attorney in Travis County, et al v. Terry A. Lumpkin & Robin A. Lumpkin (Esther F. Montoya resale deed) and take appropriate action.¹

Judge Biscoe announced that Item 27 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Authorize the County Judge to sign the proposed tax resale deed on behalf of the Commissioners Court to Esther F. Montoya, who has paid Travis County the sum of \$4,847.38, in cash.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Karen L. Huber, Commissioner

AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

28. Consider offer to sell approximately 0.84 acres of land in northwest Travis County in connection with the Balcones Canyonlands Conservation Plan and take appropriate action. (Commissioner Eckhardt)²

Judge Biscoe announced that Item 28 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.072, Real Property.

MOTION: Make a counter-offer to purchase the property for \$105,000.00.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Sarah Eckhardt, Commissioner

SECONDER: Karen L. Huber, Commissioner

AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

29. Receive legal briefing from County Attorney and take appropriate action on the following issues regarding Circuit of The Americas and Formula One:

a. Requirements of the Mass Gatherings Act;

- b. Update on improvements to Elroy, McAngus and Kellam Roads;
- c. Proposed traffic management plan; and
- d. Other related issues.¹

Judge Biscoe announced that Item 29 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Direct Staff to draft an appropriate letter to send to the Circuit of the Americas and repost this item for Tuesday, March 13, 2012.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Margaret J. Gómez, Commissioner

AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

- 30. 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 30 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

MOTION: Indicate the Court's intention to purchase this property from the Housing Authority and the agreement to lease back the space that the Housing Authority now occupies as well as some of the common space for an amount certain on which Legal will work with the Housing Authority representative to finalize.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Karen L. Huber, Commissioner

AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

- 31. Receive legal briefing and take appropriate action regarding Travis County involvement in legal action objecting to congressional redistricting by the Texas Legislature. 1

RESULT: **POSTPONED** **Reset for: 3/13/2012**

Consent Items

Members of the Court heard from:
Cyd Grimes, Travis County Purchasing Agent

MOTION: Approve the following Consent Items: C1–C3 and Agenda Items 3, 5, 7, 8, 9.a–b, 10, 11, 12, 13, 14, 15, 17, 18, 23, 24, 25, and 26.

RESULT: **ADOPTED [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 February 14 and 21, 2012.

Added Item

- A1. Receive update from Health and Human Services and Central Health on the 1115 Medicaid waiver and take appropriate action.

Members of the Court heard from:

John Stephens, Chief Financial Officer (CFO), Central Health
Sherri Fleming, County Executive, TCHHS&VS

RESULT: DISCUSSED

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 20, 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 Session of March 6, 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, March 6, 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 March 6, 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 Sessions of February 14 and 21, 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 20, 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 Session of March 6, 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, March 6, 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 March 6, 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 Bee Cave Road District No. 1 Minutes for the Voting Sessions of February 14 and 21, 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



**Travis County Commissioners Court Agenda Request
TRAVIS COUNTY HOUSING FINANCE CORPORATION**

Meeting Date: March 20, 2012

Prepared By/Phone Number: Andrea Shields, Manager/854-9116

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget/854-9106

Commissioners Court Sponsor: Samuel T. Biscoe, President

AGENDA LANGUAGE:

1. Consider and take appropriate action to approve revised versions of the Travis County Housing Finance Corporation's Residential Development Questionnaire, Application for Financial Participation and Policy Guidelines.

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 Manager/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.

THE TRAVIS COUNTY HOUSING FINANCE CORPORATION
RESIDENTIAL DEVELOPMENT FINANCING QUESTIONNAIRE

INSTRUCTIONS

Please provide the requested information in the following tabs related to the Applicant, Project and Financing. In general, the spreadsheet offers check boxes or text boxes for answers unless separate or additional information is requested. Please expand text boxes as necessary or provide additional information in separate word, excel and pdf files as necessary. For questions, please contact Corporations staff as listed below.

Corporations Manager

Andrea Shields

512-854-9116

andrea.shields@co.travis.tx.us

Assistant Corporations Manager

Karen Thigpen

512-854-4743

karen.thigpen@co.travis.tx.us

THE TRAVIS COUNTY HOUSING FINANCE CORPORATION
RESIDENTIAL DEVELOPMENT FINANCING QUESTIONNAIRE

APPLICANT INFORMATION

PLEASE PROVIDE THE FOLLOWING INFORMATION ON THE APPLICANT

i.e. the entity that will own the residential development for which financing is requested
(referred to hereinafter as the "Project")

1. Name: [Redacted]
Address: [Redacted]
City, ST Zip [Redacted]
Phone #: [Redacted]

2. Jurisdiction under whose law Applicant was organized.
[Redacted]

3. Form of organization of the Applicant.

For Profit Corporation	<input type="checkbox"/>
Limited Partnership	<input type="checkbox"/>
General Partnership	<input type="checkbox"/>
Sole Proprietorship	<input type="checkbox"/>
501 (c) (3) Corporation	<input type="checkbox"/>
Governmental Entity	<input type="checkbox"/>
Limited Liability Company	<input type="checkbox"/>

4. Does Applicant currently exist or is it to be formed?

Exists	<input type="checkbox"/>
To be formed	<input type="checkbox"/>

5. If the Applicant is a corporation, identify its directors, officers, and indicate their titles. If the Applicant is a Partnership, identify all of its general partners. If the Applicant is a limited liability company, identify all managers. Provide resumes of all persons identified to completed application.

[Redacted]

6. Registered agent of Applicant for service of process.

Name: [Redacted]
Address: [Redacted]
City, ST Zip [Redacted]
Phone #: [Redacted]
Email: [Redacted]

7. Information for contact regarding questions and correspondence.

Name: [Redacted]
Address: [Redacted]
City, ST Zip [Redacted]
Phone #: [Redacted]
Email: [Redacted]

8. Name, address, phone # and email address for legal counsel for the Applicant (note: NOT bond counsel)

Name: [Redacted]
Address: [Redacted]
City, ST Zip [Redacted]
Phone #: [Redacted]
Email: [Redacted]

THE TRAVIS COUNTY HOUSING FINANCE CORPORATION
RESIDENTIAL DEVELOPMENT FINANCING QUESTIONNAIRE

9. Name, address phone # and email for any and all financial consultant(s), investment banker(s), or mortgage banker(s) advising the Applicant in connection with the Project.

[Redacted]

10. List banking references (minimum of 2) with contacts.

Name: [Redacted]
Address: [Redacted]
City, ST Zip [Redacted]
Phone #: [Redacted]
Email: [Redacted]

Name: [Redacted]
Address: [Redacted]
City, ST Zip [Redacted]
Phone #: [Redacted]
Email: [Redacted]

11. If the Applicant or any proposed or existing member of partner of the Applicant has applied for an exemption as a Community Housing Development Organization (CHDO), please provide a copy of the certification.

12. If the Applicant is a 501(c)(3) corporation, please provide a copy of its IRS exemption letter and its most recently filed IRS form 990.

13. If the Applicant is a 501(c)(3) corporation, the Corporation will require the Applicant to furnish at the closing an opinion of nationally recognized tax counsel satisfactory to the Corporation confirming the Applicant's 501(c)(3) exemption status.

14. Does the Applicant anticipate entering into a profits participation or joint venture agreement with a financial institution or other party with regard to the Project? If so, explain and provide any agreements between parties.

[Redacted]

15. Is the principal owner related to any other organization by more than 50% common ownership? If so, indicate name or related organization and relationship.

[Redacted]

16. Identify all persons/entities that own a 10% or greater interest in the Applicant.

[Redacted]

17. If any of the above persons own more than 50% of the principal owner, list all other organizations which are related to the principal owner as they have more than a 50% interest in the organizations.

[Redacted]

THE TRAVIS COUNTY HOUSING FINANCE CORPORATION
RESIDENTIAL DEVELOPMENT FINANCING QUESTIONNAIRE

18. Describe all previous experience with multifamily housing projects.



19. Has the Applicant, any of its officers or directors, or any person who owns a 10% or greater interest in the Applicant ever been found in violation of any rules or regulations of HUD or any other federal or state agency or been subject to an investigation by HUD or any other federal or state agency? If yes, attach a full explanation.

Yes
No

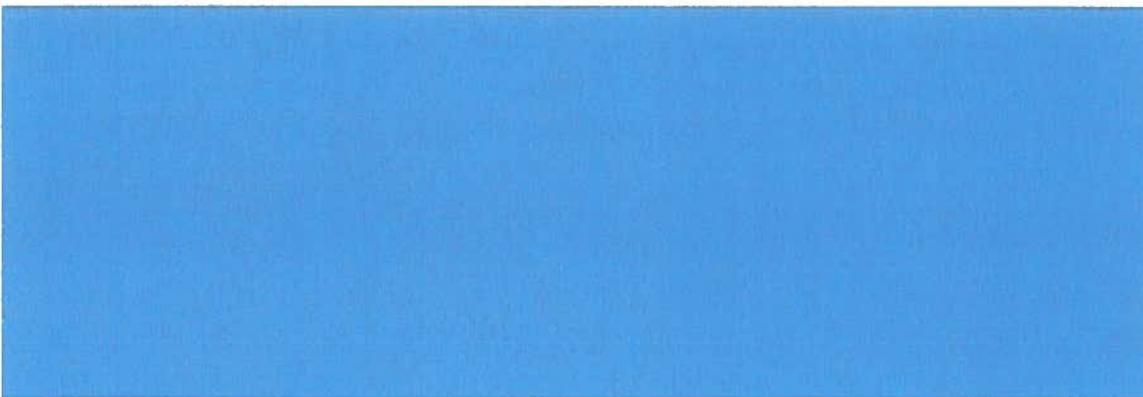
20. Is the Applicant or the Project in violation (or ever have been) with any housing code, laws, rules or regulations? If yes, please provide an explanation and verification of cure.



21. Does the Applicant or the Project have any tax liens filed against it with the county or other taxing jurisdiction? If yes, please specify.



22. Please explain to what extent, if any, the Applicant plans to promote the Corporation's goals, particularly (a) providing for efficient and well-planned growth and development including the limitation and prevention of potential urban blight and the proper coordination with surrounding uses including mass transit (if applicable), (b) assisting persons of low and moderate income in obtaining decent, safe and sanitary housing which they can afford.



**THE TRAVIS COUNTY HOUSING FINANCE CORPORATION
RESIDENTIAL DEVELOPMENT FINANCING QUESTIONNAIRE**

23. Please submit copies of the Applicant's current affirmative action program, if any, and a written undertaking executed by a duly authorized officer of the Applicant that the Applicant will not discriminate on the basis of race, sex or age in the employment, promotion and termination of employment of employees who work in Travis County, Texas; that the Applicant will abide by the Affirmative Action Plan as included in the Application for Financing; and the Applicant will otherwise comply with equal opportunity standards in its employment practices with respect to such employees.



24. Please provide an organizational chart demonstrating the structure and relationship between the Applicant and other participating entities.

THE TRAVIS COUNTY HOUSING FINANCE CORPORATION
RESIDENTIAL DEVELOPMENT FINANCING QUESTIONNAIRE

PROJECT INFORMATION

PLEASE PROVIDE THE FOLLOWING INFORMATION ON THE PROJECT.

Note that questions in **green** relate to rehabilitation projects only.

1. Provide the following information on the project:

New Construction; or
Rehabilitation

Address:
City, Zip

Description of location of the site, and provide a map with the location marked.

2. Number of acres comprised by the Project site.

3. Is the Project site currently zoned for multifamily housing?

Yes
No

Zoning:

4. Have all necessary approvals (including zoning, building and special use permits) been obtained from State, federal or local regulatory bodies? If no, please provide information on the status of permits/approvals.

5. Describe any existing improvements or structures on the site. Please indicate whether structures will be demolished.

6. Provide a legal description and the prior year's ad valorem tax statement.

7. Describe anticipated traffic impact in terms of vehicles per day, peak traffic hours and anticipated total volume.

8. Does the Applicant currently own the Project site?

Yes
No

9. If the Applicant presently owns the Project site, please provide evidence of ownership and complete the following information.

Purchase Date

Purchase Price

Balance of Existing Mortgage:

Holder of Existing Mortgage:

THE TRAVIS COUNTY HOUSING FINANCE CORPORATION
RESIDENTIAL DEVELOPMENT FINANCING QUESTIONNAIRE

10. If the Applicant presently holds an option to purchase the Project or Project site, please provide a copy of the executed Option Agreement. If option has been assigned, provide a detailed written description of the assignment including copies of all contracts and agreements relating to the assignment. Also, please provide the following:

11. Present Owner [redacted]
Purchase Price [redacted]
Date of Option Agreement [redacted]
Expiration Date of Option Agreement [redacted]

12. If the Applicant has an executed contract to purchase the Project or Project site, please provide a copy of the executed purchase contract between the Applicant and the Present Owner. If date acquired by the Present Owner is within 1 year of the date of this application, also provide a copy of the purchase contract between the seller and the Present Owner. Also, please provide the following:

Present Owner [redacted]
Date of Contract [redacted]
Purchase Price [redacted]
Settlement Date [redacted]
Date Present Owner Acquired Project or Project Site [redacted]

13. If the Applicant does not presently own the Project or Project site, please describe any relationship that exists by virtue of of common control or ownership between the Applicant and the Present Owner of the Project or Project site. Please provide copies of any documents demonstrating such a relationship exists.

[redacted]

14. Please indicate whether the cost of the Project site is to be included in the financing.

Yes
No

15. What is the present number and general description of residential units on the Project site?

[redacted]

16. Does the Project consist of additions to and/or renovation and rehabilitation of existing units?

Yes
No

17. If a rehabilitation, what is the age of the units?

[redacted]

18. If a rehabilitation, generally describe the proposed additions/improvements to be made. Include descriptions of the type of improvements, and amount to be spent per unit and for common areas. Please provide a list of total project improvements by cost and category.

[redacted]

THE TRAVIS COUNTY HOUSING FINANCE CORPORATION
RESIDENTIAL DEVELOPMENT FINANCING QUESTIONNAIRE

19. If a rehabilitation/existing property, please provide financial statements (YE balance sheets and profit and loss statements preferred) for the last three years.

20. Will any tenants require relocation due to the expected renovation and rehabilitation?

Yes
No

If yes, please provide a detailed relocation plan and budget.

21. Describe the overall style of the Project (e.g. garden apartments, midrise, high-rise, etc.), exterior construction materials, energy conservation considerations and landscaping design. Provide a site sketch showing proposed location of the units on the site and an architect's rendering if available.

[Redacted]

22. Describe any additional facilities included or to be included in the Project, such as parking, WiFi, laundry, office, recreational facilities, computer lab/business center, etc. If any of the facilities are anticipated to generate income, indicate projected amount.

[Redacted]

23. Please see tab II.a. to provide information on current and proposed rents and vacancy for the Project.

24. Please see tab II.b. to provide information on amenities planned for the Project as well as utility structure.

25. Describe any restrictions the Applicant intends to impose on project tenants (i.e. family size, no children, no pets, etc.)

[Redacted]

26. Does the Applicant intend to set aside 5% of the units for occupancy by the elderly?

Yes
No

27. Does the Applicant intend to pay the required fee to the Texas Department of Aging and Disability Services at closing in lieu of offering 5% of units to the elderly?

Yes
No

28. Please see tab II.c. to provide estimated costs of developing, constructing and equipping, or acquiring and rehabilitating the Project. Provide additional information as necessary.

29. Has construction or rehabilitation work on the Project begun?

Yes
No

30. Please indicate construction start and completion date, and date units will be available for occupancy.

Start
Completion
Initial Occupancy

[Redacted]

THE TRAVIS COUNTY HOUSING FINANCE CORPORATION
RESIDENTIAL DEVELOPMENT FINANCING QUESTIONNAIRE

31. Please provide the contact information for the contractor for the Project. Provide any information concerning projects previously completed by this contractor, including location, date of completion, # of units and approximate construction costs for each project.

Name: [Redacted]
Address: [Redacted]
City, ST Zip: [Redacted]
Phone #: [Redacted]
Email: [Redacted]

32. Please provide the following information on the architect for the Project.

Name: [Redacted]
Address: [Redacted]
City, ST Zip: [Redacted]
Phone #: [Redacted]
Email: [Redacted]

33. If work has begun, indicate the type and amount of costs expended or incurred to date with respect to the Project.

[Redacted]

34. Describe briefly the anticipated arrangements for management of the Project. If a professional management company will be employed, provide a resume for the company and an estimate of the management fee either monthly or annually.

[Redacted]

35. If a professional management company will be employed, please provide the name, address, phone # and email for the company.

Name: [Redacted]
Address: [Redacted]
City, ST Zip: [Redacted]
Phone #: [Redacted]
Email: [Redacted]

36. Make a statement regarding the demand and market need for the Project and provide proof, if any (i.e. market survey, feasibility analysis, etc.)

[Redacted]

THE TRAVIS COUNTY HOUSING FINANCE CORPORATION
RESIDENTIAL DEVELOPMENT FINANCING QUESTIONNAIRE

37. State the best estimates as to the minimum family income levels of the expected tenants required in order to pay anticipated monthly rental amounts.



**THE TRAVIS COUNTY HOUSING FINANCE CORPORATION
RESIDENTIAL DEVELOPMENT FINANCING QUESTIONNAIRE**

CURRENT AND PROPOSED RENTS

If the Project is a rehab of an existing property, please provide the following information on the current rents and vacancy.

CURRENT RENTS

Unit Type	Sq. Ft.	# of Units	Set-aside*	# Vacant	Current Rent	Rent Per SF
						#DIV/0!
						#DIV/0!
						#DIV/0!
						#DIV/0!
						#DIV/0!
						#DIV/0!
						#DIV/0!
						#DIV/0!
						#DIV/0!
						#DIV/0!
						#DIV/0!
						#DIV/0!
						#DIV/0!
						#DIV/0!
						#DIV/0!
Total/Avg	#DIV/0!	0		0	#DIV/0!	

*Or other affordability restriction if applicable

Indicate the unit mix, rents, and affordability restrictions for the Project.

PROPOSED RENTS

Unit Type	Sq. Ft.	# of Units	Set-aside*	Proposed Rent	Rent Per SF
					#DIV/0!
Total/Avg	#DIV/0!	0		#DIV/0!	

*Or other affordability restriction if applicable

**THE TRAVIS COUNTY HOUSING FINANCE CORPORATION
RESIDENTIAL DEVELOPMENT FINANCING QUESTIONNAIRE**

AMENITIES AND UTILITIES

Please indicate which of the following equipment, if any, will be included in the Project's dwelling units:

<input type="checkbox"/> Range	<input type="checkbox"/> Garbage Disposal	<input type="checkbox"/> Dishwasher
<input type="checkbox"/> Refrigerator	<input type="checkbox"/> Carpet	<input type="checkbox"/> Fireplace
<input type="checkbox"/> Central A/C	<input type="checkbox"/> Ceramic Tile	<input type="checkbox"/> Cable TV
<input type="checkbox"/> Ceiling Fans	<input type="checkbox"/> Drapes/Blinds	<input type="checkbox"/> High Speed Internet Access
<input type="checkbox"/> Washer/Dryer	<input type="checkbox"/> W/D Connections	<input type="checkbox"/> Other:

Please provide whether utilities are gas or electric and if they will be paid by the tenant:

Utility	Gas/Electric	Paid by Tenant or Owner
Heating		
A/C		
Cooking		
Other Electric		
Hot Water		
Water		
Sewer		
Trash		
Basic Cable		

**THE TRAVIS COUNTY HOUSING FINANCE CORPORATION
RESIDENTIAL DEVELOPMENT FINANCING QUESTIONNAIRE**

DEVELOPMENT COSTS

ITEM	COST
Land	
Existing Improvements	
Demolition	
Site Work	
Relocation	
New Construction Hard Costs	
Rehabilitation Hard Costs	
Contractor Overhead	
Contractor Profit	
Construction Contingency	
Architect Fee - Design	
Architect Fee - Supervision	
Permits	
Construction Insurance	
Construction Interest	
Loan Origination - Construction	
Loan Origination - Permanent	
Credit Enhancement Fees	
Taxes	
Title and Recording	
Property Appraisal	
Market Study	
Environmental Study	
Start Up - Marketing	
Surveys & Soil Testing	
Organizational	
Bridge Loan Fees	
Tax Opinion	
Developer's Overhead	
Developer's Fee	
Rent-up Reserve	
Operating Reserve	
Cost of Issuance	
Other	
TOTAL DEVELOPMENT COSTS	\$0

THE TRAVIS COUNTY HOUSING FINANCE CORPORATION
RESIDENTIAL DEVELOPMENT FINANCING QUESTIONNAIRE

FINANCING INFORMATION

PLEASE PROVIDE THE FOLLOWING INFORMATION ON THE FINANCING FOR THE PROJECT

1. Please provide an appraisal of the Project no less than 30 days prior to anticipated final approval by the Corporation's Board of Directors. The Appraisal should be dated within 120 days of the anticipated final approval date. If the site is vacant, please provide a land appraisal. Please note, multifamily land sales should be utilized to determine value for multifamily land. If the Project is an existing multifamily property, please provide an appraisal that includes a land and "as is" value. If the property is currently market rate and the regulatory agreement will restrict rents/cash flow, please also provide "as proposed" stabilized and unstabilized values, and a value of the favorable financing.

Total Development Costs (will populate from tab II.c.)

\$0

2. Of total development costs, please indicate the percentage of the Project costs for the Applicant desires financing and the amount of equity investment in the Project which the Applicant proposes to make.

Percentage
Equity Investment

[Redacted]

3. Briefly describe the nature of the equity investment.

[Redacted]

4. State the maximum principal amount of bonds that the Applicant desires that the Corporation issue to provide financing or refinancing for the Project.

[Redacted]

5. If a refinancing of bonds previously issued by the Corporation, please describe the current financial situation of the Project, the refinancing plans, and the future cash flow expectations in detail. Also describe whether the Project will be sold by the current owner before or after the bonds are issued.

[Redacted]

6. Indicate any other rent supplement, loan guarantee, grant or mortgage insurance for which the Applicant has made, or intends to make, application for with respect to the Project.

[Redacted]

7. Has the Applicant made application to HUD for housing assistance payments under Section 8 of the U.S. Housing Act of 1937? If so, on what percentage of the Project's units?

Yes, on 100% of the units
Yes, on 20% of the units
No

THE TRAVIS COUNTY HOUSING FINANCE CORPORATION
RESIDENTIAL DEVELOPMENT FINANCING QUESTIONNAIRE

8. Please describe all sources of financing.



10. Please provide a detailed statement of sources and uses for funds through completion of the acquisition/rehab and/or construction of the Project. If construction is in progress, please additionally provide a sources and uses for what has been spent to date.

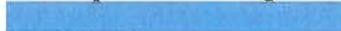
11. Please describe the status of obtaining the sources of funds listed in the statements and describe plans for obtaining financing if it is not obtained from the original source of funds:



12. Will any of the funds be used to repay or refinance an existing mortgage or outstanding loan?

Yes
No

13. What percentage of the requested financing is working capital?



14. Describe any other important aspects of the proposed financing, including the nature of the security and required reserve funds. Include a detailed description of any existing or proposed ground leases relating to the Project site, existing deed restrictions, subordinate debt, taxable financing, sale-leaseback arrangements and rights to repurchase the Project or Project site



15. Name and contact information of the financial institution (bank, investment banking firm, etc.), if determined, which may be interested in purchasing the bonds if and when such bonds may be approved for sale. It is the responsibility of the Applicant to arrange for the marketing of the bonds if the financing is approved, with the Corporation's concurrence.

Institution:
Contact Name:
Address:
City, ST, ZIP
Phone #
Email



THE TRAVIS COUNTY HOUSING FINANCE CORPORATION
RESIDENTIAL DEVELOPMENT FINANCING QUESTIONNAIRE

16. If the Applicant has a credit rating, please state the rating and agency:

Agency: [redacted] Rating: [redacted]

17. If the Applicant is a limited partnership, indicate whether it is anticipated that there will be a syndicated offering of partnership interests.

[redacted]

18. Explain how the Project will be financed if all or a portion of the amount of the financing applied for herein is denied:

[redacted]

19. Has any member of the identified development team filed/declared bankruptcy or reorganization under bankruptcy law and regulations? If yes, please explain.

[redacted]

20. Will the bonds be sold to the public or sold in a private placement to institutional investors? Additional documentation, including an offering memorandum or other disclosure document, may be required in the future, depending on the nature of the proposed offering.

[redacted]

21. If the applicant is not a 501 (c) (3), please provide a balance sheet, profit and loss statement, and statement of financial position OR an annual report to stockholders and an annual report and Form 10-K to the Securities and Exchange Commission for the Applicant.

22. Please provide financial statement of the Applicant for the most recent fiscal quarter which ended at least 45 days prior to this Application.

23. Please detail all changes or events known to management subsequent to the date of the most recent audited balance sheet (including, but not limited to, pending or threatened litigation, claims, assessments, commitments, subsequent information regarding uncollectability of receivables, valuation of assets, changes in corporate structure or statements or prior period financial statements) which may have a material effect on the Applicant's financial position (provide data separately if necessary to provide more detailed information):

[redacted]

24. List the face amount of all tax-exempt financing previously arranged by or for the benefit of the principal owner in

THE TRAVIS COUNTY HOUSING FINANCE CORPORATION
RESIDENTIAL DEVELOPMENT FINANCING QUESTIONNAIRE

the County.

Date of Issue	Original Face Amount	Current Outstanding Amount

25. Please provide a 15 year pro forma cash flow statement for the Project. Include line items for administrative, operating and maintenance costs, taxes, insurance, payroll and management at a minimum.

**TCHFC POLICY GUIDELINES
TRAVIS COUNTY HOUSING FINANCE CORPORATION
(A nonprofit corporation created under the
Texas Housing Finance Corporations Act)**

**Policy Guidelines for Receiving and Approving
Applications for Financial Participation in
Residential Developments**

I.

GENERAL PURPOSE AND SCOPE OF POLICY GUIDELINES

(A) The TRAVIS COUNTY HOUSING FINANCE CORPORATION (the "Corporation") was created as a duly constituted authority of TRAVIS COUNTY, TEXAS (the "County") pursuant to the Texas Housing Finance Corporations Act (the "Act"), for the public purpose of financing the cost of residential development, as defined in the Act, determined by the Corporation to be needed for the purposes of (i) providing for and promoting the public health, safety, morals, and welfare, (ii) relieving conditions of unemployment and encouraging the increase of industry and commercial activity and economic development so as to reduce the evils attendant upon unemployment, (iii) providing for efficient and well-planned urban growth and development including the limitation and prevention of potential urban blight and the proper coordination of industrial facilities with public services, mass transportation, and residential development, (iv) assisting persons of low and moderate income in obtaining decent, safe, and sanitary housing which they can afford, and (v) preserving and increasing ad valorem tax bases of local governmental units. The activities of the Corporation shall be limited solely to the accomplishment of such public purposes, and no plan of financing of any Residential Development ("Development"), as defined in the Act and in the applicable portions of these policy guidelines (the "Guidelines"), will be approved by the Board of Directors (the "Board") of the Corporation unless and until the Board shall first affirmatively find that such financing and its related Development will be in furtherance of such public purpose, to be determined in accordance with the procedures set forth in these Guidelines.

(B) These Guidelines relate solely to the requirements and procedures of the Board and the Corporation, and, notwithstanding full compliance with all of the requirements hereof, the Corporation will not issue any obligations pertaining to any Development unless the approval of the Commissioners' Court of the County has been obtained by written resolution adopted prior to the date of delivery of the obligations specifically approving the resolution of the Corporation providing for the issuance of the obligations.

II.

APPLICATIONS, APPROVAL STANDARDS

(A) Preliminary Filing Requirements.

(1) All persons (the "Applicant") desiring financial participation by Corporation in a Development shall file with the Corporation seven (7) copies of an Application for Financial

Participation, inclusive of the Residential Development Financing Questionnaire, (the "Application") as hereinafter provided and in the form accompanying these Guidelines.

(2) Along with the Application, the Applicant shall file with the Corporation seven (7) executed original copies of an Agreement to Issue Bonds substantially in the form and substance accompanying these Guidelines.

(3) The Applicant shall file with the Application the processing fee required elsewhere in these Guidelines.

(4) If the Applicant desires the Board to take preliminary official action pertaining to the issuance of obligations in accordance with relevant provisions of the Internal Revenue Code of 1986 and applicable Regulations and Revenue Rulings issued in connection therewith, then the Applicant shall also file a statement requesting such action, along with a description of the facts relating to such request.

(5) The documents and fee required by this paragraph shall be filed with the Corporation by mailing or delivering the same to the Travis County Housing Finance Corporation, Box 1748, 5th Floor, 314 West 11th Street, Travis County Administration Building, Austin, Texas 78767, Attention: Samuel T. Biscoe, President.

(B) Preliminary Official Action.

(1) Upon compliance with the preliminary filing requirements of paragraph II (A) of these Guidelines, if preliminary official action is requested pursuant to subparagraph II (A)(4), the Corporation will conduct an expedited preliminary review of such request, and such action will be scheduled for a regular meeting of the Board. The Board normally meets each Tuesday if there are agenda items to consider. Standard review time for submitted materials is four weeks.

(2) The Board will take the requested preliminary official action, expressing its present intention to issue the obligations requested if such preliminary review of the Application demonstrates with reasonable certainty:

(a) that the Application, the obligations and the Development qualify for final approval of the Board in accordance with these Guidelines; and

(b) that all governmental approvals with respect to the obligations and the Development, including those requirements specified in paragraph I (B) of these Guidelines, will be obtained.

(3) Taking the requested preliminary official action will not obligate the Corporation to ultimately issue the obligations.

(C) Subsequent Filing Requirements.

(1) Prior to review of the Application for final approval by the Board, the Applicant may file such additional documents or statements in support thereof as the Application shall consider relevant and appropriate and shall file the following:

(a) such additional information as requested by the Residential Development Financing Questionnaire;

(b) such additional information as shall be requested of the Applicant by the Board;

(c) such additional information as may be necessary to demonstrate the Applicant's ability to comply with the approval requirements of the Commissioners' Court of the County;

(d) a pro-forma copy of any official statement, prospectus or other offering memoranda, through the use of which the proposed obligations are to be offered, sold or placed with any lender, purchaser or investor. Any offering, sales or placement material shall contain prominent disclosure substantially to the effect (i) that neither the Corporation nor the County has undertaken to review or has assumed any responsibility for the matters contained therein except solely as to matters relating to the Corporation; (ii) that all findings and determinations by the Corporation and the County, respectively, are and have been made by each of its own internal uses and purposes in performing its duties under the Act, under the Articles of Incorporation and Bylaws of the Corporation and under these Guidelines; (iii) that notwithstanding its approval of the obligations and the Facility, the County does not endorse or in any manner, directly or indirectly, guarantee or promise to pay such obligations from any source of funds of the County or guarantee, warrant or endorse the creditworthiness or credit standing of the Applicant or of any guarantor of such obligations, or in any manner guarantee, warrant or endorse the investment quality or value of such obligations; (iv) that such obligations are payable solely from the funds and secured solely by property furnished and to be furnished by the Applicant or any guarantor and are not in any manner payable from any funds or properties otherwise belonging to the Corporation; and (v) that by its issuance thereof, the Corporation does not in any manner, directly or indirectly, guarantee, warrant or endorse the creditworthiness or credit standing of the Applicant or of any guarantor of such obligations or the investment quality or value of the same; and

(e) proposed final legal instruments and documents authorizing and relating to the issuance of the obligations proposed and all leases, loan agreements, purchase agreements or other documents related thereto.

(f) an appraisal as described in the Residential Development Questionnaire (Tab III. (1.)) provided no less than 30 days prior to the anticipated final approval by the Board of Directors. Upon review by the Corporations staff and a determination that the opinions are satisfactory, the Corporations will recommend final approval to the Board of Directors.

(D) Final Approval, Standards and Requirements.

(1) The Board will take up and consider its final action pertaining to an Application filed hereunder when requested to do so by the Applicant and upon receipt by it of the following:

(a) evidence satisfactory to the Board that the Applicant has complied with these Guidelines in all material respects not otherwise waived by the Board;

(b) evidence satisfactory to the Board that the Development which is the subject of the obligations has been approved or is reasonably expected to be approved by all applicable local, state or federal regulatory authorities or agencies, including compliance with all applicable local zoning, building and other codes.

(2) Applications will be finally approved by the Board if it first affirmatively determines:

(a) that all requirements for and prerequisites to final approval under these Guidelines have been met and are in form and substance satisfactory to the Board;

(b) that the operation of the Development will constitute a lawful activity, is qualified for approval by the County and complies with and promotes the purposes and satisfies the requirements of the Act and the statement of policy contained in paragraph I(A) of these Guidelines.

(3) After final approval by the Board, the Corporation will seek approval by the County, and will proceed to close the delivery of such obligations upon receipt of such approval in accordance with the documents approved by the Board and when finally approved by Bond Counsel in accordance with the terms of sale or placement. Final approval by Bond Counsel must include opinions addressed to the Corporation indicating compliance with the Act, with applicable federal and Texas securities laws, and the provisions of the Internal Revenue Code of 1986 permitting income from the obligations issued by the Corporation to be excluded from gross income by the holder thereof.

III.

FEES, OTHER COSTS

(A) Processing, Closing Fees and Costs.

(1) Concurrently with the filing of an Application, the Applicant shall pay to the Corporation a processing fee in the amount of \$3,000 (of which \$1,500 is for the preliminary services of the Corporation's issuer counsel which shall be remitted directly to Naman, Howell, Smith and Lee L.L.P., Attention: Cliff Blount, 8310 Capital of Texas Highway, Suite 490, Austin, Texas 78731), which amount is not refundable, whether or not the Application is approved or the financing of the Development is accomplished. If the Development obtains an allocation of state volume cap from the state, the Applicant will pay the following amounts to the Corporation upon receipt of such allocation of volume cap (if the Development does not require such allocation, the following fees will be paid with the Application):

(a) a nonrefundable retainer fee of \$5,500 for the services of the Corporation to evaluate the feasibility of the Development, services of the Corporation's engineering or other consulting firm, to make an environmental, traffic or other study related to the Residential Development covered by the Application, and other costs prior to closing.

(b) a nonrefundable fee of \$2,500 for the services of the Corporation's financial advisor and a fee of \$1,000 for estimated actual fees and out-of-pocket expenses of the Corporation's financial consulting firm. In the event that actual fees and expenses are less than \$1,000, the difference will be refunded to the Applicant. In the event actual fees and expenses exceed \$1,000, Applicant will be notified and requested to pay an additional estimated amount to cover such fees.

(2) Concurrently with the closing of any financing pursuant to an approved Application or immediately upon receipt of an invoice for the following if the closing does not occur in the time required by law or in a reasonable amount of time after commencement of services by professionals involved, the Applicant shall pay or cause to be paid the following professional fees and other costs, to-wit:

(a) the fees and out-of-pocket expenses of the Bond Counsel and the Corporation general counsel (with a reduction of \$1,500 for the prepayment provided in Paragraph III (A) (1) hereof;

(b) the actual amount of any closing or acceptance fees of any trustee for the obligations, any fees or premiums for casualty and title insurance, any security filing costs, any fees for placing the obligations, and any other costs and expenses relating to the obligations, their security, the Development, or the closing thereof, including any fees and expenses of any attorneys, consultants and other advisors employed by the Applicant or the Corporation payable at that time from that source.

(c) an issuance fee equal to 0.5% of the principal amount of the obligations to be issued if the obligations are a new issue and 0.25% of the principal amount if the obligations are a refunding or reissuance.

(3) In the event of a sale or transfer of the development or project (including the sale or transfer of the controlling interest of a general partner of a limited partnership or other controlling interest in the owner of the development or project), the Applicant (and, in any succeeding sale, the then owner) shall pay to the Corporation a refundable deposit of \$5,500. From such deposit, the Corporation shall pay the expenses of its legal counsel and other expenses associated with such sale or transfer and the consent of the Corporation with respect thereto. If the deposit is not sufficient to pay such expenses, the Applicant shall pay such additional expenses of the Corporation's legal counsel and other expenses in excess of the \$5,500 deposit.

(B) Continuing Costs.

Each Applicant shall pay to the Corporation, within ten (10) days after receipt of a bill or statement therefor, the following amounts, to-wit:

(1) any amounts payable pursuant to the Agreement to Issue Bonds and any other indemnity contract or agreement executed in connection with any financing hereunder;

(2) an annual fee equal to 0.10% of the outstanding principal amount of the Bonds. The first year of the annual fee is payable to the Corporation at closing, with the remaining annual fees payable on a monthly basis (1/12th each month) beginning on the first anniversary of the closing and continuing as long as any of the bonds are outstanding, or as otherwise agreed by the Corporation.

(3) an annual compliance fee equal to \$10 per residential unit for properties that are monitored by the Texas Department of Housing and Community Affairs for tax credit compliance; and \$25 per residential unit for properties that are not so monitored.

(4) the amount of legal and other administrative costs paid or incurred by the Corporation

(C) Changes in Fees.

The Corporation reserves the right at any time to change, increase or reduce the fees payable under paragraph III (A), and to make the same effective as to any Applicant whose Application is filed subsequent to the date of such change. The Corporation reserves the right at any time to change the method of allocation described in clause III (B)(2), if it should, in its sole discretion, determine such change to be reasonable and more equitable, such change to be effective upon the date specified by the Corporation.

IV.

MISCELLANEOUS

(A) Unauthorized Representations and Bond Marketing Practices.

(1) No Applicant, or any representative of Applicant or the Corporation shall represent, directly or indirectly, to any lender, interim or otherwise, supplier, contractor or other person, firm or entity that the Corporation has agreed or is firmly committed to issue any obligations in relation to any Development or Application until the Board has finally approved the same under these Guidelines, and then subject to the governmental approval of the County required by these Guidelines and the Corporation's Bylaws.

(2) No Applicant, or any representative of the Applicant or the Corporation, shall ever make any representation, directly or indirectly, express or implied, on any fact or facts contrary to the disclosures required to be made by clause II (C)(1)(c) of these Guidelines.

(3) Neither the Applicant nor any securities firm, underwriter, broker, dealer, salesman or other person, firm or entity shall offer, sell, distribute or place any obligations authorized by the Corporation by any process, method or technique or in any manner, transaction or circumstances or to any person or persons, the effect of which would be to require such obligations to be registered or would require filings to be made with regard thereto under the laws of the State or jurisdiction where such offer, sale, distribution or placement is made without first registering the same or making the filings regarding the same required by such laws.

(B) Amendments, Waivers, Effective Date.

(1) The Corporation reserves the right at any time to amend these Guidelines effective as to any Applications filed subsequent to the effective date of any such amendment.

(2) The Board reserves the right to waive any portion of these Guidelines as to any Applicant, Application or Development upon written request seeking such waiver and stating the reasons therefor.

(3) These Guidelines are and shall be effective from and after their adoption by the Commissioners' Court of the County, and shall continue in effect until and unless amended, modified or repealed and shall be effective as to any Application pending at the time of their adoption and approval.

V.

ISSUER AND ANNUAL FEE COLLECTION POLICY

The purpose of this Policy is to give direction to the Corporation's staff for collecting the issuer and annual fees and steps to follow when a fee is not paid in a timely manner. It is the policy of the Travis County Housing Finance Corporation to charge two fees for issuing private activity bonds for multifamily housing projects:

(1) (a) If the financing is a new financing, an issuer fee at the time the bonds close equal to .50% (50 basis points) of the amount of bonds issued;

(b) If the financing is a refunding or a refinancing (where the 50 basis point fee has previously been paid), an issuer fee at the time the bonds close equal to .25% (25 basis points) of the amount of bonds issued; and

(2) An annual fee equal to .10% (10 basis points) of the outstanding principal amount of the Bonds.

Issuer Fee

The Corporation manager is to issue an invoice in coordination with the Corporation attorney before the bonds are issued. The Issuer Fee is to be paid as part of the closing costs of the bonds. Since payment of the Issuer Fee is required to close the bonds, payment of the fee has not been an issue.

Annual Fee

The Trust Indenture, Loan Agreement and/or Promissory Note normally address when and how the annual fee is to be paid. Typically, however, 1/12th of the annual fee will be required monthly. The Corporation manager is to take the following steps to collect the annual fee:

If the fee, or any monthly or other installment thereof, is not paid within ten days of the due date, the manager is to send an invoice requesting payment of the invoice and/or an explanation in writing of the reasons why the invoice cannot be paid within the next twenty days. A copy of the request should be sent to the Board of Directors, apartment owner, and other appropriate parties involved in the project. If the trustee does not have funds to pay the invoice, the manager should also request payment from the apartment owner.

If the invoice is not paid within 30 days of the due date, the manager is to inform the Board via an agenda item. The manager must inform the trustee and apartment owner that the matter is being taken to the Board. The Board might grant an extension of time to pay the invoice, seek to declare an Event of Default, or take other appropriate measures after consultation with the corporation attorney.

Application Number _____

TRAVIS COUNTY HOUSING FINANCE CORPORATION
700 Lavaca, Suite 1560
Austin, Texas 78701
Attention: Samuel T. Biscoe, President

**APPLICATION FOR FINANCIAL PARTICIPATION
AND INDEMNIFICATION AGREEMENT**

TO: The Board of Directors of the Travis County Housing Finance Corporation:

The undersigned, on behalf of the entity named as Applicant, hereby applies to the Travis County Housing Finance Corporation (the "Corporation") for Residential Development Financing, pursuant to the Texas Housing Finance Corporations Act, and pursuant to the Policy Guidelines for Receiving and Approving Applications for Financial Participation in Residential Developments of the Corporation.

We have reviewed the Corporation's Policy Guidelines presented to us and in effect on the date hereof, and we agree to and accept the terms hereof.

The Residential Development Financing Questionnaire has been completed to the best of our ability, and submitted to the Corporation's staff, and the information contained therein and on any attachments thereto, represent a reasonable comprehensive outline of the Residential Development and the financing requested in connection therewith.

We submit herewith the Processing Fees required by subparagraph III(A)(1) of your Policy Guidelines, together with two copies of the executed Agreement to Issue Bonds required by Subparagraph II(A)(2) of the Policy Guidelines.

Preliminary Official Action, pursuant to paragraph II(B) of the Policy Guidelines is (is not) requested. (If such action is requested, attach separate statement of facts related to the request.)

The undersigned warrants that he is authorized to submit this application on behalf of the Applicant.

[Name of Applicant]

By: _____
Its: _____

Presently Estimated Amount of
Project Financing Requested:

\$ _____

As an inducement to the Corporation and the Commissioners' Court of Travis County, Texas, to accept, review and favorably consider and approve said application and to issue the obligations therein contemplated, and whether or not all or any part thereof are ever actually approved or issued, Applicant agrees to (a) pay all facility costs which are not or cannot be paid or reimbursed from the proceeds of obligations issued by the Corporation, and (b) at all times indemnify and hold harmless the Corporation, the Commissioners' Court, their members, directors, officers, agents, contractors, and employees against all losses, costs, damages, expenses and liabilities of whatsoever nature or kind (including, but not limited to, attorney's fees, litigation and court costs, amounts paid in settlement, and amounts paid to discharge judgment) direct or indirectly resulting from, arising out of or related to the acceptance, consideration and approval or disapproval of such Application or the issuance, offering, sale, delivery or payment of any such obligations and interest thereon, or the design, construction, installation, operation, use, occupancy, maintenance or ownership of the Facility.

It is understood and agreed that this undertaking shall be continuing and shall survive and continue to be effective after any approval or disapproval of this Application and the issuance or failure to issue any such obligations and the construction and operation of the Facility. It is also understood that additional indemnity agreements may be required by the Corporation from the applicant or others, such as guarantors, prior to the final approval of such Application.

The undersigned officer of Applicant hereby certifies that he or she is duly authorized to submit the foregoing Application on behalf of the Applicant and that the foregoing information is true and correct to the best of his or her knowledge and belief submitted on the ____ day of _____.

Applicant

By: _____
Title: _____

**Form of
Affirmative Action Plan**

TRAVIS COUNTY HOUSING FINANCE CORPORATION

In the construction and operation of a residential development to be financed in whole or in part with the proceeds of bonds to be issued by the Travis County Housing Finance Corporation, the applicant should conform to the following provisions:

- I. Housing Standards. The applicant should comply with all provisions of the City of Austin Fair Housing Ordinance.

- II. Minority Business Enterprise. Applicants should set obtainable goals and objectives as it relates to the utilization to Minority Business in construction as well as contracted services used by the Applicant once it is in operation. More specifically, it should include:
 - a. Use of minority subcontractors in construction of the facility.
 - b. Use of minority general contractors in the construction of the facility where usable.
 - c. Care should be taken to be sure that Minority Businesses have the opportunity to participate in all phases of construction.
 - d. Measures should also be taken that those Minority Businesses submitting competitive quotations be assured that they will be given reasonable opportunity, if qualified, for consideration.
 - e. Monitoring mechanisms should be included to assure minority participation in the overall construction process.

- III. Minority Vendor Program. Minority Vendors in the areas of goods and services should be afforded the opportunity to bid on maintenance service and commodity contracts with the Applicant during its operational phase. This should include notification of Minority Business of the contract requirements of the Applicant and setting of annual goals for the participation of minority vendors in the Applicant's operational phase as it relates to the procurement of goods and services.
- IV. Planning Phase. The Applicant shall obtain a listing of Travis County Minority Businesses to assess the types of Minority Businesses in Travis County. Also, the Applicant should list the procurement requirements of the Applicant past and present, and indicate the areas in which it feels Minority Businesses may best be utilized in its procurement activities.



**Travis County Commissioners Court Agenda Request
TRAVIS COUNTY HOUSING FINANCE CORPORATION**

Meeting Date: March 20, 2012

Prepared By/Phone Number: Andrea Shields, Manager/854-9116

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget/854-9106

Commissioners Court Sponsor: Samuel T. Biscoe, President

AGENDA LANGUAGE:

1. Consider and take appropriate action to authorize a Release of Lien for a first-time homebuyer that partially repaid a loan executed in 2006.

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 Manager/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

DATE: March 20, 2012

TO: Samuel T. Biscoe, President

FROM: Andrea Shields, Manager

SUBJECT: Release of Lien – Matt Rutherford – 105 Fire Island Drive,
Pflugerville, Texas

I am requesting the Board's approval to release the Corporation's lien on Matt Rutherford's home. Mr. Rutherford refinanced his home and is required by the Deed of Trust to repay a portion of the HOME loan as he has been in the home less than 10 years. The original amount of the loan was \$1,600. Mr. Rutherford is required to pay half of the original amount. Independence Title Company repaid the HOME loan amount of \$800 on March 12, 2012 and requests that the Corporation execute the attached Release of Lien.

Staff recommends approval.

cc: Leslie Browder, Executive Manager, Planning and Budget
Cliff Blount, Attorney
Leroy Nellis, Budget Manager

RELEASE OF LIEN

DATE: March 9, 2012

NOTE

Date: 11/17/2006

Original principal amount: \$1,600.00

Maker: Matthew Rutherford

Payee: Travis County Housing Finance Corporation, a Texas public
Non-profit corporation

Date of Maturity: as provided in the Note

HOLDER OF NOTE AND LIEN: Travis County Housing Finance Corporation, a Texas
public Non-profit corporation

HOLDER'S MAILING ADDRESS: P.O. Box 1748
Austin, TX 78767

NOTE AND LIEN ARE DESCRIBED IN THE FOLLOWING DOCUMENTS, RECORDED
IN:

Deed of Trust to secure a Note:

Recorded: Doc# 2006227847, Official Public Records, Travis County,
Texas

Grantor: Matthew Rutherford

Trustee: William Cliff Blount

Beneficiary: Travis County Housing Finance Corporation, a Texas public
Non-profit corporation

Amount: \$1,600.00

Dated: 11/17/2006

PROPERTY (including any improvements):

Lot 2, Block OO, HIGHLAND PARK PHASE A, SECTION 2A, according to the map or plat thereof,
recorded in Document No. 200600111, Official Public Records, Travis County, Texas.

Holder of the Note and Lien is the owner and holder of the Note and Lien described above.

Holder of the Note acknowledges its payment and releases the Property from the Lien and from
all liens held by the Holder of the Note, without regard to how they were created or evidenced.

When the context requires, singular nouns and pronouns include the plural.

Travis County Housing Finance Corporation
a Texas public non-profit corporation

By: _____

Name: _____

Title: _____

Corporate Acknowledgement

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the ____ day of MARCH, 2012, by
_____,
Travis County Housing Finance Corporation, a Texas Public non-profit corporation of

Notary Public, State of _____

TRAVIS COUNTY HOUSING FINANCE CORPORATION

TRAVIS COUNTY ADMINISTRATION BUILDING
P.O. Box 1748
(512) 854-9116

700 LAVACA STREET - SUITE 1560
AUSTIN, TEXAS 78767
Fax (512) 854-4210

February 23, 2012

Mr. Matthew Rutherford
105 Fire Island Drive
Pflugerville, TX 78660

Dear Mr. Rutherford:

As requested, the payoff amount of the lien is \$800. We will request that the title company send payment and release of lien to us. Thank you very much.

Regards,



Andrea Shields
Manager

is \$800. We will